



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

June 26, 2023

6:30 PM

City Council Chambers

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. June 5, 2023, City Council Meeting and June 6, 2023, Special City Council Meeting.

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.

4.1. Council Bill 2023-168 (City Council)

A resolution recognizing and honoring the life of former State Representative, Mayor Pro Tem, and City Councilman Charles "Chuck" Wooten for his service as a member of the Springfield City Council and the Missouri General Assembly, his dedicated public service, and his strong advocacy for veterans.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-129 (Horton)

A special ordinance approving the Boyd School Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in the Boyd School Redevelopment Plan to be

a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the area of the Boyd School Redevelopment Plan; and authorizing the City Manager to execute an agreement with the Boyd School Redevelopment Corporation relating to the implementation of the Boyd School Redevelopment Plan. (Staff, the Land Clearance for Redevelopment Authority, and the Planning and Zoning Commission recommend approval.)

6.2. Council Bill 2023-130 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acre of property generally located at 504 East Norton Road from R-SF, Single-family residential district, to R-MD, Medium-density multifamily residential district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 504 E. Norton Road; Z-12-2023.)

6.3. Council Bill 2023-131 (Jenson)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' for the purpose of adding nonprofit community centers as a permitted use, and allowing a minimum height of 35 feet for buildings, in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.) (By: Boys and Girls Club of Springfield; Grant Avenue Parkway (GAP) Subdistrict F Text Amendment).

6.4. Council Bill 2023-132 (Jenson)

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 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), and referenced as Annexation A-2-2023, into the City of Springfield. (Staff recommends approval.) (By: Donald L. & Patricia L. McCurry Trust, Greene County (public ROW).); 3444 W. Sunshine Street, 3503 W. Washita Street and 1900 S. Farm Road 133 (Moore Rd.); A-2-2023.)

6.5. Council Bill 2023-133 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street from Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to HC, Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Donald L. & Patricia L. McCurry Trust, South Creek Development Corp, & Sunshine

Crossing, LLC. ;3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street; Z-4-2023 w/COD #225.))

6.6. Council Bill 2023-134 (Horton)

A special ordinance granting Conditional Use Permit No. 473 for the purpose of permitting a transitional service shelter as a conditional use within the R-MD, Medium-density multifamily residential district, generally located at 422, 424, and 504 East Norton Road.(Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 422, 424, and 504 E. Norton Road; Conditional Use Permit No. 473.)

6.7. Council Bill 2023-135 (McGull)

A general ordinance amending Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Planning and Zoning Commission and Staff recommend approval.) (By: City of Springfield; Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue; Z-11-2023/Rountree Urban Conservation District.)

6.8. Council Bill 2023-136 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acre of property generally located at 3503 West Washita Street from Greene County Plot Assignment District No. 1901 to R-SF, Single-family residential district; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: South Creek Development Corp; 3503 W. Washita Street; Z-6-2023.)

6.9. Council Bill 2023-137 (Jenson)

A special ordinance granting Conditional Use Permit No. 472 for the purpose of permitting a self-storage facility as a conditional use within the GR – General Retail District, generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Investments & Development, LLC; 1706 South Zimmer Avenue; Conditional Use Permit No. 472.)

6.10. Council Bill 2023-138 (McGull, Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Underground, Inc.; 3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road; Planned Development No. 229, Amendment 2.)

6.11. Council Bill 2023-139 (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

6.12. Council Bill 2023-140 (Hardinger)

A special ordinance approving the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, representing changes agreed to by the parties, including changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Addendum to the Collective Bargaining Agreement; and authorizing the City Manager to enter into agreements with the IAFF regarding matters of interpretation of the Collective Bargaining Agreement.

6.13. Council Bill 2023-141 (Carroll)

A special ordinance approving the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a Bargaining Unit within the Crafts, Trades, and Labor Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the First Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

6.14. Council Bill 2023-142 (Hosmer)

A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative and Technical Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

6.15. Council Bill 2023-143 (Carroll)

A special ordinance approving the Sixth Amendment to the July 1, 2021 Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes

requested by the SPOA regarding payroll deductions as well as changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and authorizing the City Manager to enter into agreements with the SPOA regarding matters of interpretation of the Collective Bargaining Agreement.

6.16. Council Bill 2023-144 (Lee)

A special ordinance amending Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits for certain employees under the Missouri Local Government Employees Retirement System, by reducing the retirement age for all eligible current and future emergency telecommunicators.

6.17. Council Bill 2023-145 (Jenson)

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 Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 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.)

6.18. Council Bill 2023-146 (Simpson)

A special ordinance approving a Transportation Project Agreement between the City of Springfield, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and authorizing the City Manager, or his designee, to execute the Transportation Project Agreement on behalf of the City of Springfield. (Staff recommends approval.)

6.19. Council Bill 2023-150 (Lee)

A general ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current state law.

6.20. Council Bill 2023-147 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

6.21. Council Bill 2023-148 (Lee)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

6.22. Council Bill 2023-149 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

6.23. Council Bill 2023-151 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of mutually terminating the Joint Venture Landfill Gas-to-Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all electric generating equipment and all other remaining assets associated with the Project.

6.24. Council Bill 2023-152 (Simpson)

A special ordinance approving the plans and specifications for Battlefield Corridor Improvements – Lone Pine to Luster; accepting the bid of Hartman and Company, Inc., in the amount of \$1,394,971.04 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

6.25. Council Bill 2023-157 (Jenson).

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, for improvements to West Sunshine Street, South West Bypass, and South Moore Road, to facilitate the construction of a 22.72-acre retail development generally located at the southeast corner of West Sunshine Street and South West Bypass.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-159 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the United States Department of Health and Human Services and the Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior

Services, in the amount of \$774,119.10 for use by the Springfield-Greene County Health Department to train and sustain personnel in responding to COVID-19 derived public health priorities and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2022-2023 budget in the amount of \$774,119.10 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-160 (Hardinger)

A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2022-2023 to appropriate the donation funds.

13.2. Council Bill 2023-161 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept funding in the amount of \$150,000 from the Community Partnership of the Ozarks, through the Community Foundation of the Ozarks Advancing Mental Wellness Program, to support strategies to improve men's mental health and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department in the amount of \$150,000 to appropriate the grant funds.

13.3. Council Bill 2023-162 (Lee)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$5,740,724.20 for the project; authorizing the City Manager, or his designee, to enter into an agreement for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$6,314,796.62.

13.4. Council Bill 2023-163 (Hosmer)

A special ordinance authorizing the issuance of not to exceed \$13,000,000 principal amount of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 of the City of Springfield, Missouri, for the purpose of expanding and improving the City's landfill biogas recovery system; amending the Fiscal Year 2023-2024 budget of the City in the

amount of not to exceed \$16,000,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

13.5. Council Bill 2023-164 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Subsidy Escrow Agreement, by and among the City, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority, UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in connection with the expansion and improvement of the City's landfill biogas recovery system; and declaring an emergency.

13.6. Council Bill 2023-165 (Carroll)

A special ordinance amending Special Ordinance 27775, Section 5, to authorize the use of up to \$1,927,610 of the City's Coronavirus State and Local Recovery Funds which have been set aside for homelessness and housing projects and are to be used for the acquisition, construction, renovation, or rehabilitation of buildings to create one or more non-congregate shelters to be used to create either non-congregate or congregate shelters; and authorizing the City Manager to enter into funding agreements as necessary with recipients of such funds.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Jean C. Knapp wishes to address City Council.

14.2. Angela Allen wishes to address City Council.

14.3. Nancy Doman wishes to address City Council.

15. NEW BUSINESS.

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

15.1. The Mayor recommends the following appointments to the Springfield-Greene County Public Library Board: Melanie Weiler and Robert Stephens with terms to expire July 1, 2026.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

18.1. Council Bill 2023-166 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and NEXSTAR Media Group, Inc., dba KSNF-TV/KODE-TV, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield throughout the regional roadway network.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3.

19.1. Council Bill 2023-167 (Simpson)

A resolution confirming the appointment of Mia Kaufman, and the reappointment of Tyler Creach and Kerry Rovig, to the Board of Directors of the Brentwood N/S Community Improvement District. (Staff recommends approval.)

20. CONSENT AGENDA – SECOND READING BILLS. See Item #3.

20.1. Council Bill 2023-154 (Horton, McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sky Light Surface Park Subdivision, generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.(Staff recommends that City Council accept the public streets and easements.)

20.2. Council Bill 2023-155 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

20.3. Council Bill 2023-156 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from the Commission.

20.4. Confirm the following reappointment to the Springfield - Greene County Park Board: Leslie Carrier with term to expire June 1, 2026.

20.5. Confirm the following appointments to the Board of Equalization: Wanda Quintana with term to expire April 1, 2026; Todd Thomas with term to expire April 1, 2026.

- 20.6. Confirm the following appointment to the Citizens' Advisory Committee for Community Development: Mackenzey Teleki with term to expire May 1, 2025.
- 20.7. Confirm the following appointment to the Citizens' Tax Oversight Committee: Trish Hubbell with term to expire May 1, 2024.
- 20.8. Confirm the following reappointment to the Citizens' Tax Oversight Committee: Christopher Upton with term to expire May 1, 2026.
- 20.9. Confirm the following reappointment to the Personnel Board: Judge Miles Sweeney with term to expire March 1, 2026.
- 20.10. Confirm the following reappointment to the Public Housing Authority: Lynne Mitchell with term to expire April 11, 2026.
- 20.11. Confirm the following appointment to the Airport Board: Heather Rooney McBride with term to expire June 1, 2026.

21. END OF CONSENT AGENDA.

22. ADJOURN.



City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
Brandon Jenson, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Callie Carroll, General C
Derek Lee, General D

June 5, 2023

6:30 PM

City Council Chambers

1. ROLL CALL.

Present: Abe McGull*, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, Brandon Jenson, Monica Horton, and Ken McClure.

Absent: None.

* Councilmember attended via Zoom.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 22, 2023, City Council Meeting.

Councilman Hosmer moved to approve the May 22, 2023, City Council meeting minutes. Mayor Pro Tem Simpson seconded the motion, and it was by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Mayor McClure asked if there had been any requests to remove any items from the Consent Agenda. Anita Cotter, City Clerk, responded there were two requests. The first request was to remove Item 2023-153 at the applicants' request. Ms. Cotter noted the applicant plans to make significant changes to the preliminary plat. She further noted if a sponsor withdraws sponsorship of the bill and no other member assumes sponsorship, the bill will die for lack of sponsorship. Councilman McGull withdrew his sponsorship of Council Bill 2023-153, and the bill died for lack of a sponsor.

Ms. Cotter noted a request was received to remove Council Bill 2023-157 from the Consent Agenda – First Reading Bills. Council Bill 2023-157 was removed from

Consent Agenda - First Reading Bills and became item 13.15 under First Reading Bills.

The Consent Agenda was approved as amended by the following vote: Ayes: Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, provided an update. Mr. Gage noted on June 8, 2023, the Planning and Development Department and APD Urban Planning would host a second community meeting in conjunction with the city-wide housing study. The meeting will take place at the Ozarks Technical Community College Plaster Center for Advanced Manufacturing. This meeting will provide an opportunity for residents to learn the results of APD's "windshield survey" of the city, which will include details about Springfield's housing conditions, a brief characterization of neighborhoods in each Council zone, address the gap between housing/rental prices and incomes, and describe different types of housing. Residents may participate in a mapping exercise and vote on preferred strategies for neighborhood revitalization. The presentation portion of the meeting would be livestreamed at cityview.springfieldmo.gov for those unable to attend in person.

Mr. Gage noted the City of Springfield would begin conducting Citizen Satisfaction Surveys and a long-term planning survey next week. Surveys will be mailed to 12,000 randomly-selected households in the city limits of Springfield. Within 10 days of receiving a survey in the mail, residents can expect to receive a follow-up email reminding them to complete the survey and mail it in or complete it online via a link provided in the email. The survey is estimated to take about 15 minutes to complete. He added the purpose of our Citizen Satisfaction Survey is to gather feedback on City programs and services. It's a valuable tool to measure the progress of City Council and staff priorities. Mr. Gage noted the long-term planning survey will provide guidance on more specific types of projects. The surveys are being conducted by ETC Institute. ETC is a national leader in market research that has administered more than 700 surveys in cities and counties across the U.S. According to its website, ETC has conducted research for more major U.S. cities than any other firm, surveying more than 2 million people since 2006 in more than 850 cities in 49 states. ETC performed the City's 2014, 2011, and 2019 citizen surveys and was awarded the 2023 contract through a competitive bidding process. Survey results will be presented to the City Council and made available to the public later this summer.

Mr. Gage noted nearly 1,500 individuals registered to volunteer in one or more volunteer cleanup or beautification opportunities in April and May. Volunteer opportunities included one-time street and stream cleanups, various beautification projects at sites throughout the city, and two Point of Pride Cleanups. Volunteer support was provided for many of the scheduled Neighborhood Cleanups hosted by Community Partnership of the Ozarks. Nearly 1,000 followed up on their registration, completing one or more of their volunteer commitments. Assuming an average of 2.5 hours of volunteer work per registrant, it is estimated that Clean Green volunteers logged more than 2,500 volunteer hours through the initiative.

Mr. Gage noted nearly 1,500 bags of trash were collected by Clean Greeners throughout the campaign. The Clean Green Tire Toss collected 1,587 tires and served 297 households. Tires will be recycled through Prime Trucking's Eco Shred service.

The tires are used to make rubber mulch and other products. He added the total number of televisions recycled was 242, and the total number of mattresses recycled was 485.

Mr. Gage noted more than 300 people interested in the future of Lake Springfield attended the second public engagement meeting at the Lake Springfield Boathouse on May 4. About 100 people took advantage of the power plant tours hosted by City Utilities prior to the meeting. He added additional tours are planned for the fall, and a third round of public engagement is planned for October. Visit lakesgfplan.com to stay up to date.

Mr. Gage noted construction continues along the Grant Avenue Parkway as crews are expanding work north of Grand Street and into the West Central Neighborhood. Utility work is currently ongoing between Grand and State Streets with traffic limited to one-way southbound only. Northbound traffic is advised to follow the posted detours, generally utilizing Campbell Avenue. He further noted work on the south portion of the route, between Sunshine Street and Ildereen Street, is nearing completion and the reopening of Grant Avenue to two-way traffic on this segment is anticipated anytime.

Mr. Gage provided a Republic Road widening project update. He noted construction on the final phase of roadway widening along Republic Road is progressing on schedule with gas and water utility relocations and stormwater infrastructure installation underway ahead of roadway work. He added the project involves the widening of Republic Road from three lanes to five lanes between Fairview Avenue and the traffic signal at Chase, including sidewalk and Americans with Disabilities Act (ADA) upgrades, stormwater improvements, and the addition of bike lanes. Construction will extend north on Campbell Avenue, including updates to stormwater and utility infrastructure. The project is designed to provide better integration between Campbell Avenue, Republic Road, and James River Freeway. Mr. Gage noted over the next few months, construction of curb and gutter and sidewalk and driveway work on Republic Road east of Campbell, as well as the installation of a new signal at Chase will begin. He added nighttime single-lane closures are expected to begin shortly. The project is expected to be complete by December.

Councilman Hosmer asked when results would be received for the Citizens Survey. Mr. Gage responded results are received in approximately 3-4 weeks. The results will then be reviewed and presented to City Council in a future lunch session.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-117 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district, to GI, Government and institutional use district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Lakeland Hospital Acquisition; 2323 West Grand Street; Z-10-2023.)

Council Bill 2023-117 (Horton) was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-118 (Simpson)

A special ordinance approving the final development plan of Planned Development District No. 379, generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium LLC; 1616 East Bradford Parkway and 3811 South Weller Street; Final Development Plan – Planned Development 379.)

Council Bill 2023-118 (Simpson) was approved by the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-121 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; and declaring an emergency.

Councilman Jenson noted he received several comments from constituents regarding their concern about being able to pay their property tax bills. He noted there is an appeal process available through the Greene County Clerk's Office for those individuals who would like to contest the valuation of their property.

Council Bill 2023-121 (Hosmer) was approved by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2023-120 (Carroll)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Councilman Hosmer asked if an additional probation/parole officer for Municipal Court was added as part of this budget. David Holtmann, Director of Finance, responded affirmatively. Councilman Hosmer asked if funding for the Firefighter Trust Fund for cancer treatment was also included. Mr. Holtmann responded affirmatively. Councilman Hosmer asked if the imbedded Human Resources position for the Police Department to facilitate recruitment was included. Mr. Holtmann responded this is not in the proposed budget. He added there is a commitment to bring ideas to City Council regarding funding for this position. Councilman Hosmer expressed his belief the City must act quickly to recruit officers in the current employment market. Mr. Gage noted this position will be researched.

Council Bill 2023-120 (Carroll) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2023-122 (Lee)

A special ordinance amending the General Fund budget for the Fire Department of the City of Springfield, Missouri, for Fiscal Year 2022-2023, in the amount of \$245,000 to appropriate a portion of the General Fund carryover funds to complete a Fire Department facility renovation project previously approved for Fiscal Year 2022-2023.

Council Bill 2023-122 (Lee) was approved by the following vote: Ayes: Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Absent: None. Abstain: None.

6.6. Council Bill 2023-123 (Hosmer)

A special ordinance amending the Park Board's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$1,900,000 to allocate \$1,300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks General Fund, \$80,000 in reimbursements from insurance claims, and \$270,000 of revenue and associated expense items within the Golf Fund, respectively.

Council Bill 2023-123 (Hosmer) was approved by the following vote: Ayes: McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, and McClure. Nays: None. Absent: None. Abstain: None.

6.7. Council Bill 2023-124 (Lee)

A special ordinance approving the amended bylaws of the Art Museum Board of the City of Springfield, Missouri.

Council Bill 2023-124 (Lee) was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

7.1. Council Bill 2023-126 (Horton, Hardinger, Hosmer, Jenson)

A resolution affirming City Council's commitment to applying the Five Pillars of Change detailed in the 2022 Mayor's Initiative on Equity and Equality Report to constituents from the LGBTQ+ community; and demonstrating City Council's dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to improve the culture of inclusion and belonging in Springfield.

Jason Gage, City Manager, noted as a resolution the proposed is an affirming action. The bill has four sponsors with Monica Horton, Zone 1 Councilwoman, being the lead sponsor.

Mr. Gage offered Councilwoman Horton the opportunity to address the proposed. Councilwoman Horton noted she would like to proceed with the public hearing.

Anita Cotter, City Clerk, noted there were fifteen speakers and, in accordance with City Council's policy, each speaker would be limited to three minutes each. Mayor McClure encouraged each speaker to be respectful and adhere to the timeframe.

An opportunity was given for citizens to express their views.

Courtney Pinkham-Martin spoke in support of the proposed. They noted the Sexual Orientation and Gender Identity Equality Bill (SOGI) was lost in 2015, which took members out

of protection. They expressed their belief the bill would be a bridge to include these members in the community. Courtney Pinkham - Martin expressed their belief it is important to "love thy neighbor" and show love and kindness to every member of the community.

Kyler Sherman-Wilkins, president of the GLO center, spoke in support of the proposed. They expressed their belief the LGBTQ+ community is under attack. They further expressed their belief the resolution is a good first step. They asked City Council to expand on the bill with other actions, including creating a task force.

Councilwoman Hardinger thanked Kyler Sherman-Wilkins for attending and recommended the Mayor's Commission on Human Rights and Community Relations subcommittee for addressing LGBTQ+ issues be re-opened to better understand their unique needs.

Calvin Morrow spoke in opposition to the proposed. Calvin Morrow expressed their belief there are many church leaders in the area that feel it is necessary to respond to the proposed. They expressed their belief that those with a biblically based opinion are designated as adversaries. They expressed their belief the resolution creates division and should not be passed.

Darlene Steele spoke in support of the proposed. They expressed their belief the resolution is a bare minimum and overdue in the community.

Elyse Riley spoke in support of the proposed. They noted they were a long-time resident of Springfield and a veteran, and thanked City Council for expressing support for equality. They expressed their hope to raise their daughters in a loving city.

Ross Ligon spoke in opposition to the proposed. They expressed their belief the important issue is to define what is right and wrong, and to follow what God thinks is moral.

Gloria Galanes spoke in support of the proposed. They expressed their belief the resolution is an example of Springfield defining what type of city it wants to be. Gloria Galanes noted they wish to live in a city that is inclusive and supports everyone. They expressed their belief the LGBTQ+ community does not feel safe in Springfield because they are not safe. They noted their God is one of love.

Carmen Raileanu spoke in opposition to the proposed. Carmen Raileanu noted they represent a large community of immigrants who want to raise their children in Springfield. They expressed their belief it is not right to defy natural order and asked City Council to reject the proposed.

Alice Barber spoke in support of the proposed. Alice Barber thanked the sponsors of the resolution. They urged all members of City Council to support the resolution and noted the LGBTQ+ community experiences homelessness and housing discrimination at a disproportionately higher rate than others. They noted 24% of homeless youth are members of the LGBTQ+ community, which is three times what would be expected if orientation and gender identity didn't affect access to housing. Alice Barber noted LGBTQ+ youth are more likely to become homeless due to being kicked out of the homes of their parents.

Manuel Gonzales spoke in opposition to the proposed. Manuel Gonzales expressed their opinion it is unsafe to be a heterosexual male Christian. They expressed their belief the Five Pillars are not necessary as there are protections already in place. Manuel Gonzales asked City Council to provide acknowledgment to veterans.

Zion Riffe-Stevens spoke in support of the proposed. They expressed their belief the resolution could help reduce fear by standing with members of the LGBTQ+ community. They thanked City Council for their work and support.

Lexi Mason spoke in support of the proposed. Lexi Mason expressed their belief the resolution would be a step in the right direction as they feel rights are under attack by the Missouri government. They expressed their belief that religion has no place in government, and the support of City Council would be meaningful to the LGBTQ+ community. They suggested City Council have a subcommittee to address LGBTQ+ issues.

Roy Holland spoke in opposition to the proposed. Roy Holland, a retired physician, expressed their belief there are other priorities that need attention. They noted LGBTQ+ are 7.2% of the population as noted in Gallup data. They expressed their belief there have been several detrimental social changes over the last 60 years, one of which is the makeup of the family.

Councilman Hosmer asked if the speaker was against fostering inclusion and belonging. Roy Holland responded that this culture has invaded society, which is unnecessary.

Jeremy Dean spoke in support of the proposed. They expressed their belief the resolution is a testament to City Council's dedication to the LGBTQ+ community by fostering a community of inclusion and belonging. Jeremy Dean thanked the sponsors of the resolution.

Liz Wertz spoke in support of the proposed. They expressed their belief retention of talent in this area is due to lack of support for marginalized communities, which includes the LGBTQ+ community.

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

Councilwoman Horton thanked all of the speakers for attending and thanked the co-sponsors for their support. She acknowledged the resolution, which encourages dialogue and understanding, is a key pillar of change. Ms. Horton expressed her desire that more would be done to protect Springfield community members from homophobia, bullying, and legal discrimination in all areas. Ms. Horton wished Happy Pride Month to all who celebrate.

Councilwoman Hardinger thanked the speakers. She noted her intent in co-sponsoring the proposed was to extend a small token of gratitude to the LGBTQ+ community and let the members know that they belong, and their contributions are part of what makes Springfield a vital community. Councilwoman Hardinger acknowledged a resolution of this nature has been long overdue. Councilwoman Hardinger recommended the Human Rights Committee reopen the subcommittee to address LGBTQ+ issues.

Councilman Jenson acknowledged the LGBTQ+ community and noted their contributions are invaluable to the City. He addressed those who spoke against the resolution and recognized we all love our community, noting it is important to look at things that unite all as a city, and do not divide us. Councilman Jenson noted the LGBTQ+ community has encountered instances of discrimination in the city. He added there are unique safety concerns for the LGBTQ+ community. He noted the strongest democracies recognize diversity as a great asset.

Councilman Lee expressed his belief that LGBTQ+ issues are divisive on a National, State, and City level. He noted the messages received by individuals who were concerned about the city sponsorship of this year's Pridefest. Councilman Lee acknowledged the contributions and wants to protect the rights of the LGBTQ+ community, as well as every other community in

Springfield. He denounced discrimination. He expressed his opinion the resolution asks City Council to support events many individuals oppose and noted he does not see how he can support a bill that does not represent Springfield as a whole.

Councilwoman Hardinger noted the resolution was about acknowledging contributions and coming together in support.

Councilman Hosmer expressed his belief the intent of the resolution is to protect basic human rights and encourage inclusion for the LGBTQ+ community. He expressed his belief this is a moral issue as you should treat people how you want to be treated. Councilman Hosmer noted the job of City Council is to treat everyone fairly.

Councilman Jenson noted there have been instances of discrimination in the city. He added the resolution recognizes that the LGBTQ+ community matters.

Councilman McGull noted the government has a limited role in personal life and should promote the health, safety, and general welfare of all citizens. He noted the differences of people should not be an impediment to these basic rights. Councilman McGull expressed his support for the resolution, as it is anti-discriminatory.

Mayor Pro Tem Simpson thanked the speakers for their attendance. He noted the issue has been divisive and acknowledged we are better as a community if all citizens feel welcome and safe.

Mayor McClure thanked the speakers for sharing their experiences and perspectives. He acknowledged the courage it took to share personal experiences. Mayor McClure expressed his sincere desire all citizens be treated with respect and grace. He expressed his belief citizens should be extended this courtesy. Mayor McClure expressed his belief the motives of every City Council member are pure, regardless of how they vote. He noted the themes of his last State of the City speech as follows: Moving Forward; Taking Time to Heal; Taking Time to Dream; Moving Past Divisions; and Uniting Under a Common Goal. He expressed his belief we cannot let disagreements divide us, as we are more alike than different. Mayor McClure noted the City does not regulate events that occur on the Square. The City is not a sponsor of the event, and two City departments paid for booth space to provide information as they do at other events. Mayor McClure noted the resolution would apply the Five Pillars: Dialogue and Understanding; Cultural Consciousness; Advocacy and Partnerships; Structural and Systemic Barriers; and Personal and Organizational Accountability to the LGBTQ community. Mayor McClure encouraged compromise to accomplish things.

Council Bill 2023-126 (Horton, Hardinger, Hosmer, Jenson) was approved by the following vote: Ayes: Hosmer, Hardinger, Carroll, Jenson, Horton, McGull, Simpson, and McClure. Nays: Lee. Absent: None. Abstain: None.

City Council took a fifteen minute recess. City Council reconvened at approximately 8:25 p.m.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-127 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Economic Development for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Springfield Art Museum Renovation and Expansion Project, and to exercise any and all powers necessary to obtain such funding and carry out the identified activities; amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$2,752,750; and declaring that this bill qualifies for approval in one reading.

Kate Francis, Museum Affairs Officer for Fundraising and Development, provided a brief overview of the proposed. Ms. Francis noted the proposed would allow the Springfield Art Museum to accept federal American Rescue Plan Act (ARPA) Funds for the Springfield Art Museum Renovation and Expansion Project. Ms. Francis added the expansion project is part of the 2028 fundraising campaign. She noted this award would not necessarily have been possible without receipt of a \$3 million ARPA allocation received from City Council. This grant award, along with other private donations, made for a strong grant application.

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

Mayor Pro Tem Simpson thanked the team from the Art Museum that worked on the application and expressed his belief this is a great project for the City.

Council Bill 2023-127 (Simpson) was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

10.2. Council Bill 2023-128 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to provide for the purchase of an emergency response vehicle to support and sustain the operation of the Springfield Fire Department / Region D Homeland Security Regional Response System Technical Rescue team; amending the budget for the Fire Department in the amount of \$175,000; and declaring that this bill qualifies for approval in one reading.

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would allow the Fire Department to accept grant funds in the amount of \$175,000 to purchase an emergency response vehicle to support and sustain the operation of the Springfield Fire Department/Region D Homeland Security Regional Response System Technical Rescue Team. He added the grant is provided by the State Homeland Security Grant Program, and no local match is required.

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

Council Bill 2023-128 (Hardinger) was approved by the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-129 (Horton)

A special ordinance approving the Boyd School Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in the Boyd School Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the area of the Boyd School Redevelopment Plan; and authorizing the City Manager to execute an agreement with the Boyd School Redevelopment Corporation relating to the implementation of the Boyd School Redevelopment Plan. (Staff, the Land Clearance for Redevelopment Authority, and the Planning and Zoning Commission recommend approval.)

Councilman Lee recused himself from Council Bill 2023-129 and left the dais.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow approval of the Boyd School Redevelopment Plan. She noted this is a redevelopment of approximately 1.5 acres of property for mixed use. The property is an adaptive reuse of a property that was formerly a school. The request is for 25 years of partial real property abatement pursuant to Chapter 353 of Revised Missouri Statutes. Ms. Ohlensehlen noted the key elements of the redevelopment plan are plan application, blight report, redevelopment plan, tax impact analysis, and but-for analysis. She added the required findings are to determine if the area is blighted, if the plan conforms with ForwardSGF, and if the project would not be feasible without the abatement. Ms. Ohlensehlen noted the property was determined to be blighted and the plan is for a 17-unit residential property which allows for 3,500 square feet of retail space. The historic structure will be preserved, buffer yards added, and existing trees preserved. Ms. Ohlensehlen further noted the requirements for the abatement and the abatement would be necessary for the project to be viable.

Councilman Hosmer asked if the Greene County Assessor had determined the tax for the property. Ms. Ohlensehlen responded the value had been determined.

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

Councilman Lee returned to the dais.

12.2. Council Bill 2023-130 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acre of property generally located at 504 East Norton Road from R-SF, Single-family residential district, to R-MD, Medium-density multifamily residential district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 504 E. Norton Road; Z-12-2023.)

Kyle McGinnis, Senior City Planner, provided a brief overview of the proposed. Mr. McGinnis noted the proposed would rezone approximately 0.85 acres of property at 504 East Norton Road to medium-density multifamily residential district. He added the request is accompanied by Conditional Use Permit No. 473. The projects allow for construction of a donation drop-off center in association with the Good Samaritan Boys Ranch Foundation. He added the lot meets the requirements and a buffer yard would be added.

An opportunity was given for citizens to express their views.

Colby Wallace, a representative of the Good Samaritan Boys Ranch Foundation, spoke in support of the proposed. Mr. Wallace noted the Ranch started as an orphanage and today serves over 350 individuals in the community. He added the transitional living program helps youth who age out of foster care.

Councilman Jenson thanked Mr. Wallace for the service provided to the community.

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

12.3. Council Bill 2023-131 (Jenson)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' for the purpose of adding nonprofit community centers as a permitted use, and allowing a minimum height of 35 feet for buildings, in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.) (By: Boys and Girls Club of Springfield; Grant Avenue Parkway (GAP) Subdistrict F Text Amendment).

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would amend the Land Development Code to add nonprofit community centers as a permitted use and allow a minimum height of 35 feet for buildings in the Grant Avenue Parkway Subdistrict F. He added the proposed would allow a Boys and Girls Club of Springfield to be established in the area.

Councilman Lee noted two of the three developments previously considered by City Council for the area needed code changes to be allowed and questioned the existing requirements.

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

Anita Cotter, City Clerk, read Council Bill 2023-132 and Council Bill 2023-133 together.

12.4. Council Bill 2023-132 (Jenson)

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 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), and referenced as Annexation A-2-2023, into the City of Springfield. (Staff recommends approval.) (By: Donald L. & Patricia L. McCurry Trust, Greene County (public ROW).); 3444 W. Sunshine Street, 3503 W. Washita Street and 1900 S. Farm Road 133 (Moore Rd.); A-2-2023.)

12.5. Council Bill 2023-133 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street from Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to HC, Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Donald L. & Patricia L McCurry Trust, South Creek Development Corp, & Sunshine Crossing, LLC. ;3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street; Z-4-2023 w/COD #225.))

Daniel Neal, Senior City Planner, provided a brief overview of Council Bill 2023-132. Mr. Neal noted the proposed would allow for annexation of approximately 9.2 acres of property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road). He added the City would receive property and sales tax upon annexation.

Councilman Hosmer asked if there were tracts of land adjacent to the proposed annexation. Mr. Neal responded there are, and consent has been granted on some of those. Councilman Hosmer expressed his belief future annexations need to be reviewed holistically.

Kyle McGinnis, Senior City Planner, provided a brief overview of Council Bill 2023-133. Mr. McGinnis noted the proposed would allow for rezoning of approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street to Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225. He added the district is generally compatible with the Comprehensive Plan. Mr. McGinnis noted a bufferyard has been added with a lowered building to make the buffer more efficient.

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

12.6. Council Bill 2023-134 (Horton)

A special ordinance granting Conditional Use Permit No. 473 for the purpose of permitting a transitional service shelter as a conditional use within the R-MD, Medium-density multifamily residential district, generally located at 422, 424, and 504 East Norton Road.(Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 422, 424, and 504 E. Norton Road; Conditional Use Permit No. 473.)

Kyle McGinnis, Senior City Planner, provided a brief overview of the proposed. Mr. McGinnis noted the proposed would allow for a transitional service shelter as a conditional use within a Medium-density multifamily residential district at 422, 424, and 504 East Norton Road. He added the proposed fits within the Comprehensive Plan.

An opportunity was given for citizens to express their views.

Colby Wallace spoke in support of the proposed. Mr. Wallace noted he was available for any questions.

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

12.7. Council Bill 2023-135 (McGull)

A general ordinance amending Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Planning and Zoning Commission and Staff recommend approval.) (By: City of Springfield; Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue; Z-11-2023/Rountree Urban Conservation District.)

Councilman Lee noted he had prepared a motion to potentially refer the proposed after the public hearing.

Alana Owen, Senior City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would amend the Rountree Urban Conservation District by rezoning an area of land to expand the boundary of Urban Conservation District No. 2 and adopt a new set of Rules and Regulations pertaining to land uses within said District. She added in 2017, City Council directed staff to work with the neighborhood to update the neighborhood plan and recommend changes to the Urban Conservation District. The neighborhood plan was adopted in 2018. The focus of the plan was to protect the neighborhood, preserve housing stock, and review development on National Avenue and in the Cherry Street/Pickwick area. The Rountree Neighborhood Plan made several recommendations, including expansion of the Urban Conservation District, design plans for buildings, residential design guidelines, and review of mixed-use development. Ms. Owen noted the plan is consistent with the recommendations of the Neighborhood Plan and with ForwardSGF.

Councilman Jenson asked what experiences staff had with developers and if there has been a need for education regarding the Codes. Ms. Owen responded the community wanted to see improved quality of place which requires staff to work with developers to provide needed education.

Councilwoman Horton expressed her respect for the process staff went through.

Councilman Lee expressed his support for the staff. He asked why the form chosen by the City does not match the existing retail developments. Ms. Owen responded the staff worked with H3, a consulting company, and the form contained the H3 recommendations, which staff took to the committees for review.

Councilman Hosmer asked if the requirement for three floor developments requires retail to exist on all three floors. Ms. Owen responded there is no requirement.

Councilman McGull thanked the citizens of the Rountree Neighborhood Association for their work. He expressed his opinion the process followed for the proposed is the process the City and neighborhoods should follow.

Councilman Jenson noted the proposed is different than what is traditionally used and encouraged others to work with the development community to consider new ideas.

An opportunity was given for citizens to express their views.

Peggy Wise spoke in support of the proposed. Ms. Wise expressed her belief it makes sense to have parking in the rear and have buildings be accessible to pedestrians. She noted the experience with H3 was a positive one. They worked with the neighborhood to come up with the best recommendations for the neighborhood. Ms. Wise noted the neighborhood worked with developers throughout the process and compromises were made on all sides.

Councilman Lee thanked Ms. Wise for her work on the project and for working with others on the project.

Jeff Bentley spoke in support of the proposed. Mr. Bentley noted he owns an office building in the area. He expressed his belief the plan would maximize the value in the neighborhood. He feels the mixed use and walkability will drive growth in the area. Mr. Bentley noted a traffic calming effort in the area has been a success.

Nancy Evans spoke in support of the proposed. Ms. Evans thanked City Council members for their support. She noted the neighborhood has collaborated with staff and developers. The neighborhood plan supports a mixed-use, pedestrian-friendly neighborhood. She noted the neighborhood plan follows the Comprehensive Plan.

Laurel Bryant spoke in support of the proposed. Ms. Bryant noted the neighborhood began work on the plan in 2017. She expressed her belief the neighborhood plan reflects compromise made by the neighbors and developers.

Councilman Lee thanked Ms. Bryant for her effort in the process.

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

Councilman Lee noted he would not bring forth a motion. He noted the form used for development does not match existing requirements. Councilman Lee suggested consideration be given to making changes to the retail portion of the form in the future. He expressed his belief the plan is a good one overall.

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

12.8. Council Bill 2023-136 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acre of property generally located at 3503 West Washita Street from Greene County Plot Assignment District No. 1901 to R-SF, Single-family residential district; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: South Creek Development Corp; 3503 W. Washita Street; Z-6-2023.)

Kyle McGinnis, Senior City Planner, provided a brief overview of the proposed. Mr. McGinnis noted the proposed would allow for rezoning 0.21 acres at 3503 West Washita Street to single-family residential district. He further noted the property would be used for single-family homes.

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

12.9. Council Bill 2023-137 (Jenson)

A special ordinance granting Conditional Use Permit No. 472 for the purpose of permitting a self-storage facility as a conditional use within the GR – General Retail District, generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Investments & Development, LLC; 1706 South Zimmer Avenue; Conditional Use Permit No. 472.)

Councilman Lee recused himself from Council Bill 2023-137 and left the dais.

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparling noted the proposed would allow for a Conditional Use Permit to permit a self-storage facility at 1706 South Zimmer Avenue. He further noted the building would contain retail and a climate-controlled self-storage facility.

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

Councilman Lee returned to the dais.

12.10. Council Bill 2023-138 (McGull, Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Underground, Inc.; 3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road; Planned Development No. 229, Amendment 2.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed would allow for rezoning of 402 acres in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road to Planned Development No. 229 Amendment 2. He further noted the facility is the Springfield Underground. Mr. Sparlin added the proposed would clarify and update roadway design standards and add uses to align with traditional zoning districts. Mr. Sparlin noted area A will add medical marijuana cultivation facilities. Area B will allow more commercial uses such as banks; Area D will allow general retail uses; and Area E will add multi-family units. He added the improvement requirements include traffic studies at the time of improvement.

An opportunity was given for citizens to express their views.

Jared Rasmussen, a representative of the applicant, spoke in support of the proposed. Mr. Rasmussen noted the purpose of the amendment is to update the current planned development. He added two grants, one federal and one governor's cost-share, have been awarded to the project. Mr. Rasmussen noted implementation of updated zoning and land uses to follow the current Comprehensive Plan.

John Griesemer, President/CEO of the Springfield Underground, spoke in support of the proposed. Mr. Griesemer thanked City Council for their service and support.

Mayor Pro Tem Simpson asked if additional sites will be activated once the project is completed. Mr. Griesemer responded affirmatively.

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

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-139 (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would amend the Salary Ordinance to add six new job titles and delete three job titles. She added outlined the method by which pay adjustments are calculated, providing pay adjustments for non-bargaining unit employees, and incorporating pay improvements impacting bargaining unit members, including amending out-of-title pay for certain Law Enforcement positions. She added all non-union employee pay adjustments will include funding of merit steps, with retention and recruitment being considered. The across the board increase is 2.5%. Ms. Morrison noted that the non-union Fire Group will have a pay increase of 5% and the non-union Police Group will have an across the board rank specific increase. The pay changes will be effective beginning with the pay period July 2, 2023, with the pay date being July 22, 2023.

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

Anita Cotter, City Clerk, read Council Bills 2023-140, 2023-141, 2023-142, and 2023-143 together. These bills have been presented and summarized under Council Bill 2023-143.

13.2. Council Bill 2023-140 (Hardinger)

A special ordinance approving the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, representing changes agreed to by the parties, including changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Addendum to the Collective Bargaining Agreement; and authorizing the City Manager to enter into agreements with the IAFF regarding matters of interpretation of the Collective Bargaining Agreement.

13.3. Council Bill 2023-141 (Carroll)

A special ordinance approving the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a Bargaining Unit within the Crafts, Trades, and Labor Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the First Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

13.4. Council Bill 2023-142 (Hosmer)

A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative and Technical Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

13.5. Council Bill 2023-143 (Carroll)

A special ordinance approving the Sixth Amendment to the July 1, 2021 Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions as well as changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and authorizing the City Manager to enter into agreements with the SPOA regarding matters of interpretation of the Collective Bargaining Agreement.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison presented Council Bills 2023-140, 2023-141, 2023-142, and 2023-143 together. Ms. Morrison noted the proposed Council Bills allow the City to enter into bargaining agreements between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, International Brotherhood of Electrical Workers AFL-CIO Union Number 753, International Brotherhood of Electrical Workers AFL-CIO Union Number 753, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22. Ms. Morrison added the agreements address pay improvements with the bargaining units. The changes include the funding of merit steps for employees and addressing issues that are not pay or benefits issues. The administrator would now be allowed to approve these issues. Ms. Morrison reviewed the various pay increases and changes.

Mayor McClure congratulated all on the improvements proposed for the bargaining units.

13.6. Council Bill 2023-144 (Lee)

A special ordinance amending Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits for certain employees under the Missouri Local Government Employees Retirement System, by reducing the retirement age for all eligible current and future emergency telecommunicators.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow for ordinance amendments to provide benefits for employees under the retirement system for eligible current and future emergency telecommunicators. Ms. Morrison further noted the change would adopt a new benefit plan to include telecommunicators in the public safety category. She added the retirement age for emergency telecommunicators would be reduced from age 60 to age 55.

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

City Council took a twelve minute recess. City Council reconvened at approximately 10:45 p.m.

13.7. Council Bill 2023-145 (Jenson)

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 Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 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.)

Bob Hosmer, Planning Manager, provided a brief overview of the proposed. Mr. Hosmer noted the proposed would allow the acceptance of public streets and easements to the City of Springfield for the Preliminary Plat of Sunshine Towne Centre Subdivision. He further noted the proposed is a six-lot subdivision.

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

13.8. Council Bill 2023-146 (Simpson)

A special ordinance approving a Transportation Project Agreement between the City of Springfield, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and authorizing the City Manager, or his designee, to execute the Transportation Project Agreement on behalf of the City of Springfield. (Staff recommends approval.)

Amanda Ohlensehlen, Director of Economic Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow a transportation project agreement with Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC. She further noted the site is 11.8 acres located at the southeast corner of East Sunshine Street and South Woodward Avenue. The district was established in 2022 and may impose up to a 1% sales tax for transportation improvements during the twenty-year life cycle. The proposed

improvements include roadway connections, stormwater improvements, sidewalks, driveways, and related site improvements. The estimated cost is \$2.89 million. The developer must make landscaping updates and provide required easements upon completion of the project. It is estimated that the project would generate between \$460,000 and \$2.74 million over its life cycle.

Bo Hagerman, project representative, noted there are two projects: the beautification of the building and the renovation of the infrastructure and the parking lot. He added landscaping will be added around the site which will help with stormwater runoff. Mr. Hagerman noted the parking lot layout will be improved to ease traffic congestion. He added the entire project will be handicap accessible.

Robert Preston, project developer, noted the transportation development district is used as a tool to fund, promote, design, construct, and maintain projects with transportation elements. He added the district is eligible to adopt the 1% sales tax to pay for applicable expenses. Mr. Preston noted the public benefits include reactivation of the shopping center, enhancement of the safety and stormwater system, and possible activation of additional business in the area.

Councilman Hosmer asked how the project is dedicated for public use. Mr. Preston responded the transportation district is a political subdivision of the State of Missouri and can be used for public parking with no responsibility to the City.

Councilwoman Horton asked if public use includes individuals who live in their cars. Mr. Preston responded the use of the parking lot would be restricted to reasonable use.

Councilman Jenson expressed his belief this may not be a permissible use for this type of incentive program. He asked if there would be improvements to the transit stop to provide cover. Mr. Preston responded the improvements addressed were pedestrian improvements. Councilman Jenson asked how much control the City would have over the parking lot. Mr. Preston responded the TDD would retain control if it has outstanding obligations.

Councilwoman Horton asked if it is anticipated that the cost of leasing retail space on the site would increase. Mr. Preston responded many have long term leases, and there are a couple of vacancies.

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

13.9. Council Bill 2023-150 (Lee)

A general ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current state law.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would amend the Springfield City Code to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal

Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current State law. He further noted the changes revise the definition to include short-term rentals and revises the penalty provisions to correspond with State law. The proposed would provide for the allocation of the lodging tax with 47% for tourism, 4.5% for art activities, and 4.5% for sports activities.

Councilman Hosmer asked when the City would start collecting the tax on short-term rentals. Mr. Holtmann responded on July 1, 2023. He added letters to short-term rental owners went out the previous week. Councilman Hosmer expressed his belief there are short-term rentals operating illegally, and the City should enforce the law.

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

13.10. Council Bill 2023-147 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

Mark Hecquet, President/CEO of the Springfield Convention and Visitors Bureau (CVB), provided a brief overview of the proposed. Mr. Hecquet noted the proposed would allow for 47% of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield. He added the mission of the CVB is to enhance the livability of Springfield. He noted the plan is a goal-driven strategy to use the revenues to maximize awareness and enhance the economic impact on Springfield. Mr. Hecquet noted the team looks forward to bringing new business in Springfield.

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

13.11. Council Bill 2023-148 (Lee)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

Leslie Forrester, Executive Director of the Springfield Regional Arts Council, provided a brief overview of the proposed. Ms. Forrester noted their goal is to advocate, collaborate, and to educate and transform lives through the arts. Their study of the economic impact of the arts on Springfield will be released this fall. She noted they work with educators and public entities to encourage participation in the arts.

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

13.12. Council Bill 2023-149 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

Lance Kettering, Executive Director of the Greater Springfield Sports Commission, provided a brief overview of the proposed. Mr. Kettering noted the funds would be used to market Springfield as a top sports destination. He noted they appreciate the opportunity to bring sporting events to the City.

Councilman Lee expressed his support for sporting opportunities in Springfield.

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

13.13. Council Bill 2023-151 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of mutually terminating the Joint Venture Landfill Gas-to-Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all electric generating equipment and all other remaining assets associated with the Project.

Erick Roberts, Assistant Director of Environmental Services, provided a brief overview of the proposed. Mr. Roberts noted the proposed would allow the City to enter into a new Memorandum of Understanding with City Utilities to mutually terminate the Joint Venture Landfill Gas-to-Energy Project which began in 2005, and amend the budget of the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings for the acquisition of all electric generating equipment. He added air quality improvements will be needed, and the City will be able to operate generators going forward.

Mayor McClure expressed his support.

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

13.14. Council Bill 2023-152 (Simpson)

A special ordinance approving the plans and specifications for Battlefield Corridor Improvements – Lone Pine to Luster; accepting the bid of Hartman and Company, Inc., in the amount of \$1,394,971.04 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would allow the City to accept the bid of Hartmann and Company in the amount of \$1,394,971.04. He added the project has three components: improvement of the intersection at Battlefield Road and Lone Pine with new signals and greenway connections, cost savings for the intersection of Battlefield Road and Luster with pavement improvements, and signal improvements. Mr. Smith noted the increase in expense can in part be based on inflation.

Mayor McClure asked at what point in the process the engineer's estimate was made. Mr. Smith responded toward the end of the design. Mr. Smith noted contingency funds would cover potential overages.

Councilwoman Horton asked why the bill was presented as a two-reading bill. Mr. Smith noted the department is working on establishing guidelines for presentation of one-reading bills.

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

13.15. Council Bill 2023-157 (Jenson). This item was removed from the Consent Agenda - First Reading Bills and became item #13.5 under First Reading Bills.

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, for improvements to West Sunshine Street, South West Bypass, and South Moore Road, to facilitate the construction of a 22.72-acre retail development generally located at the southeast corner of West Sunshine Street and South West Bypass.

Amanda Ohlensehlen, Director of Economic Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow for construction of a 22.72 acre retail development at the southeast corner of West Sunshine Street and West Bypass. Ms. Ohlensehlen further noted the proposed contains five lots with one anchor tenant. She added the overall incentive structure includes the Infrastructure Reimbursement Agreement and a proposed Community Improvement District. The total reimbursable project cost for the Infrastructure Reimbursement Agreement will have a cap of \$6.07 million. \$4 million of that will be public improvements related to the exterior roads with a term of fifteen years, or until the costs are paid. The Community Improvement District will include a 1% district sales and use tax. The overall site plan cost is approximately \$60 million. She added the project will generate jobs and the total annual sales volume is estimated to be \$60 to \$70 million. Ms. Ohlensehlen noted the anchor tenant is anticipated to be a Target store, contingent upon several agreements, and will have a fulfillment center. The site will have underground detention. Ms. Ohlensehlen noted the site will also include a restaurant and other retail stores. Ms. Ohlensehlen added the development will improve the area and the intersection.

Thomas Walker, project developer, noted the project site is complicated and the traffic count at the intersections has increased by nearly 10,000 cars per day in the past twenty years. He further noted the intersection has level of service that rate as failing. Mr. Walker added the improvements to the intersections are necessary and include access to keep truck traffic off Moore Road. He noted the drainage will be improved, including underground detention, and buffering standards will be exceeded and include a privacy fence. Mr. Walker noted they will attempt to save as many trees as possible. He further noted the project will be first class retail.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Julie Bloodworth addressed City Council regarding nuisance properties. Ms. Bloodworth noted a property at 1011 West Walnut Street has been unoccupied since the 1990s and has had no utilities for most of that time. She noted the home was purchased in the spring by Bible Study Fellowship Men's Recovery before it could be demolished. She expressed her belief the City has no will to monitor the property to ensure safety for the neighbors. She asked the City to be more responsive regarding nuisance properties.

David Buelow addressed City Council regarding Diamond Mine Services, LLC, a pressure washing service. He expressed his belief it is important to keep a clean city. He expressed his willingness to work with the City to keep it clean.

Patricia Patterson Tursi did not appear.

15. NEW BUSINESS.

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

- 15.1. The City Manager recommends the following reappointment to the Springfield-Greene County Park Board: Leslie Carrier with term to expire June 1, 2026.
- 15.2. The Public Involvement Committee recommends the following appointments to the Board of Equalization: Wanda Quintana with term to expire April 1, 2026; Todd Thomas with term to expire April 1, 2026.
- 15.3. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Mackenzey Teleki with term to expire May 1, 2025.
- 15.4. The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Trish Hubbell with term to expire May 1, 2024. The Public Involvement Committee recommends the following reappointment to the Citizens' Tax Oversight Committee: Christopher Upton with term to expire May 1, 2026.
- 15.5. The Public Involvement Committee recommends the following reappointment to the Personnel Board: Judge Miles Sweeney with term to expire March 1, 2026.
- 15.6. The Mayor recommends the following reappointment to the Public Housing Authority: Lynne Mitchell with term to expire April 11, 2026.
- 15.7. The City Manager recommends the following appointment to the Airport Board: Heather Rooney McBride with term to expire June 1, 2026.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2023-153 (McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Greenday Industrial Park Subdivision, generally located at 2801 North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

18.2. Council Bill 2023-154 (Horton, McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sky Light Surface Park Subdivision, generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.(Staff recommends that City Council accept the public streets and easements.)

18.3. Council Bill 2023-155 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

18.4. Council Bill 2023-156 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from the Commission.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3.

19.1. Council Bill 2023-158 (Horton)

A resolution confirming the appointment of Amanda Ohlensehlen, and the reappointment of Irene Schaefer and Cindy Ussery, to the Commercial Street Community Improvement District Board of Directors.

Council Bill 2023-158 (Horton) was approved by the following vote: Ayes: Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.

Mayor Pro Tem Simpson moved to adjourn. Councilwoman Horton seconded the motion, and it was approved by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, McClure. Nays: None. Absent: None. Abstain: None.

**June 6, 2023
Springfield, Missouri**

The City Council met in special session on June 6, 2023, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, and Ken McClure. Absent: Abe McGull.

Closed Session

Councilman Hosmer moved City Council will 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 hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Horton, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Abstain: None. Absent: McGull.

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2023-168 (CITY COUNCIL)

FILED: 06/21/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE: A resolution recognizing and honoring the life of former State Representative, Mayor Pro Tem, and City Councilman Charles “Chuck” Wooten for his service as a member of the Springfield City Council and the Missouri General Assembly, his dedicated public service, and his strong advocacy for veterans.

PURPOSE: Recognizing and honoring the life of former State Representative, Mayor Pro Tem, and City Councilman Charles “Chuck” Wooten for his service as a member of the Springfield City Council and the Missouri General Assembly, his dedicated public service, and his strong advocacy for veterans.

BACKGROUND INFORMATION: Chuck Wooten served on the Springfield City Council as a General Council Member from 1983 to 1984, as a Zone 1 City Council Member from 1985 to 1988, and as Mayor Pro Tem from 1987 to 1988. Chuck served four terms as a member of the Missouri House of Representatives representing District 137, serving from 1988 to 1998, where he was a member of the Appropriations Committee, two retirement committees, and the Budget Committee. He continued public service, serving on the Springfield Airport Board from 1998 to 2005. Beginning in 1999, Chuck worked as a consultant to the Missouri Veterans Commission and was appointed to the Missouri Veterans Commission in 2013. He was a strong advocate of veterans and was instrumental in the Missouri Veterans Cemetery being located in Springfield and also founded the Missouri State Veterans Cemetery Assistance League. He was a member of multiple civic organizations, including the Elks, the Gate of the Temple Lodge, the American Legion, the Voiture 40 and 68, the National Association of Retired Federal Employees ("NAFE"), and the Senior Age Board.

On June 20, 2023, the City of Springfield was notified of the passing of Chuck Wooten.

Submitted By: Anita Cotter, City Clerk

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/21/2023

Attachments: 1. Chuck Wooten Resolution - June 2023

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 06-21-23

Sponsored by: City Council

COUNCIL BILL 2023-168 RESOLUTION

A RESOLUTION

1 Recognizing and honoring the life of former State Representative, Mayor Pro Tem,
2 and City Councilman Charles “Chuck” Wooten for his service as a
3 member of the Springfield City Council and the Missouri General
4 Assembly, his dedicated public service, and his strong advocacy for
5 veterans.
6 _____
7

8 WHEREAS, in 1945, Chuck Wooten graduated from Central High School in
9 Springfield, Missouri, and then enlisted in the United States Navy where he served for
10 three years in Japan during World War II; and
11

12 WHEREAS, he attended the Memphis Business School, the University of
13 California, Los Angeles, and the University of Tennessee; and
14

15 WHEREAS, he went on to have a long and distinguished career with the United
16 States Postal Service in Memphis, Tennessee, receiving many awards for outstanding
17 leadership; and
18

19 WHEREAS, upon retirement, Chuck Wooten served on the Springfield City
20 Council as a General Council Member from 1983 to 1984, as a Zone 1 City Council
21 Member from 1985 to 1988, and as Mayor Pro Tem from 1987 to 1988; and
22

23 WHEREAS, Chuck served four terms as a member of the Missouri House of
24 Representatives representing District 137, serving from 1988 to 1998, where he was a
25 member of the Appropriations Committee, two retirement committees, and the Budget
26 Committee; and
27

28 WHEREAS, he continued public service, serving on the Springfield Airport Board
29 from 1998 to 2005; and
30

31 WHEREAS, beginning in 1999, Chuck worked as a consultant to the Missouri
32 Veterans Commission and was appointed to the Missouri Veterans Commission in
33 2013; and
34

35 WHEREAS, Chuck was a strong advocate of veterans and was instrumental in
36 the Missouri Veterans Cemetery being located in Springfield; and
37

38 WHEREAS, he founded the Missouri State Veterans Cemetery Assistance
39 League; and
40

41 WHEREAS, Chuck was a member of multiple civic organizations, including the
42 Elks, the Gate of the Temple Lodge, the American Legion, the Voiture 40 and 68, the
43 National Association of Retired Federal Employees (NAFE), and the Senior Age Board;
44 and
45

46 WHEREAS, on June 20, 2023, the City of Springfield was notified of the passing
47 of our friend and colleague, Chuck Wooten.
48

49 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
50 SPRINGFIELD, MISSOURI, as follows, that:
51

52 Section 1 - The City Council of Springfield, Missouri, hereby honors the life of
53 Chuck Wooten, recognizing his commitment to public service, and offers our deepest
54 condolences to his family.
55

56 Section 2 - This Resolution shall be in effect immediately upon adoption with
57 appropriate copies being provided to his family.
58

59 Passed at meeting: _____
60

61
62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66
67

68 Filed as Resolution _____
69

70
71 Approved as to form: Rhonda Lewsader, City Attorney
72

73
74 Approved for Council action: Jason A. Hage, City Manager



EXPLANATION TO COUNCIL BILL 2023-129 (HORTON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the Boyd School Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in the Boyd School Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the area of the Boyd School Redevelopment Plan; and authorizing the City Manager to execute an agreement with the Boyd School Redevelopment Corporation relating to the implementation of the Boyd School Redevelopment Plan. (Staff, the Land Clearance for Redevelopment Authority, and the Planning and Zoning Commission recommend approval.)

PURPOSE: To approve a Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff, Land Clearance for Redevelopment Authority, and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: Chapter 353, Missouri Revised Statutes (“RSMo”) and Chapter 40, Article III of the Springfield City Code authorize the establishment and use of Urban Redevelopment Corporations for purposes of redeveloping blighted areas. According to the Statute, the City of Springfield authorizes up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans.

Boyd School Redevelopment Corporation (“Developer”) has filed an application requesting partial real property tax abatement pursuant to Chapter 353, RSMo for a proposed redevelopment project generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue. The Redevelopment Area consists of approximately 1.5 acres and encompasses the site of the former Boyd Elementary School, which is listed as a contributing structure within the Mid-Town National Historic District. The school was constructed in 1911 and operated as a public elementary school until August 2021, when the Springfield R-12 School District

relocated the students, teachers, and staff to the newly constructed Boyd Elementary School at 833 East Division Street. The school building has remained vacant and is in need of rehabilitation.

Sections 353.020(2) and 99.805(1), RSMo. Define a “blighted area” as,

An area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The Applicant has submitted a blight report providing evidence, including photographs, which supports a declaration of blight. The Land Clearance for Redevelopment Authority reviewed the blight report on May 2, 2023, and recommended the Area be declared a blighted area by a vote of 3 to 0.

The Redevelopment Plan proposes to rehabilitate and adaptively reuse the former Boyd Elementary School as a multi-family residential and neighborhood commercial mixed-use development in accordance with Planned Development District No. 384, which the City Council approved on April 17, 2023, by General Ordinance 6783. The project will contain a mixture of 17 studio, one-bedroom, and two-bedroom market-rate dwelling units as well as up to 3,500 square feet of space for low-intensity neighborhood commercial uses such as eating and drinking establishments, offices, personal services, and retail sales.

The Planning and Zoning Commission reviewed the Redevelopment Plan on May 11, 2023 ([link to Staff Report](#)). The Commission found the Plan to be in conformance with Forward SGF Comprehensive Plan and recommended that it be approved by a vote of 7 to 0.

The Developer requests real property taxes be partially abated for a 25-year period pursuant to Chapter 353, RSMo. During the first ten years, real property taxes will be abated based on 100% of the incremental increase in the assessed value of the land as well as on 100% of the assessed value of the improvements. The Developer will continue to pay real property taxes during this period based on the assessed value of the land during the year preceding the Redevelopment Corporation acquiring the Redevelopment Area. If the property is tax-exempt immediately prior to the acquisition, the Greene County Assessor shall assess the land at a valuation that is consistent with the valuation of surrounding properties for the preceding year. The Developer will also make annual payments in lieu of taxes (“PILOTs”) during this ten-year period. Such payments are typically equal to the property taxes that were due on the improvements during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. Payment of taxes on the land and PILOTs on the improvements effectively ensures the affected taxing jurisdictions do not experience a decrease in real

property tax revenue as a result of the abatement.

The Springfield R-12 School District, a tax-exempt entity, had previously owned the Redevelopment Area as recently as November 2022. Depending on the timing of the project, PILOTs might not be required based on the City's typical methodology for determining such payments. As a matter of fairness and equity, the Developer agrees to make annual PILOTs during the first ten years in an amount equal to the taxes that would have been paid on the improvements as determined based on either (a) the Developer's contract purchase price of the real property in the Redevelopment Area minus the estimated value of the land or (b) the Assessor's valuation of the land during the year preceding the Redevelopment Corporation acquiring the Redevelopment Area, whichever is greater.

During the remaining 15 years, real property taxes will be abated based on 50% of the assessed value of the land and improvements.

According to the tax impact analysis, the affected taxing jurisdictions could collect \$48,760 of additional property tax revenue over the next 25 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's Economic Development Incentives Policy Manual states that requests for discretionary incentives, such as partial real property tax abatement pursuant to Chapter 353, RSMo, shall meet the "but for" test. In other words, the applicant must demonstrate that the project would not occur, would only occur at a significantly smaller scale, or would not be financially stable, or that public benefit would not occur but for receiving the tax abatement. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. The developer has provided two 25-year project pro forma financial statements (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested in the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary for the project to proceed.

REMARKS: The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Boyd School Redevelopment Plan_ord

2. Boyd School Redevelopment Plan_exh1
3. Boyd School Redevelopment Plan_exh2

One-rdg. _____
P. Hrngs. X
Pgs. 117
Filed 05-30-23

Sponsored by Horton

First Reading _____

Second Reading _____

COUNCIL BILL 2023-129

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Boyd School Redevelopment Plan submitted by the Boyd School
2 Redevelopment Corporation for the redevelopment of an area
3 generally located at the northwest corner of the intersection of East
4 Lynn Street and North Washington Avenue; declaring the area in the
5 Boyd School Redevelopment Plan to be a blighted area and its
6 redevelopment necessary for the preservation of public health, safety,
7 and welfare; authorizing certain tax abatement within the area of the
8 Boyd School Redevelopment Plan; and authorizing the City Manager
9 to execute an agreement with the Boyd School Redevelopment
10 Corporation relating to the implementation of the Boyd School
11 Redevelopment Plan. (Staff, the Land Clearance for Redevelopment
12 Authority, and the Planning and Zoning Commission recommend
13 approval.)
14 _____
15

16 WHEREAS, The Urban Redevelopment Corporations Law, Chapter 353, RSMo.,
17 authorizes tax abatement for projects located in areas that have conditions of blight,
18 when a proper redevelopment plan is developed and carried out for such projects; and
19

20 WHEREAS, pursuant to The Urban Redevelopment Corporations Law, the Boyd
21 School Redevelopment Corporation has submitted an application for tax abatement for
22 a project known as the Boyd School Redevelopment Area, together with the Boyd
23 School Redevelopment Plan, a blight report, and tax impact analysis for the Boyd
24 School Redevelopment Area, a proposed redevelopment project generally located at
25 the northwest corner of the intersection of East Lynn Street and North Washington
26 Avenue; and
27

28 WHEREAS, the Land Clearance for Redevelopment Authority reviewed the blight
29 report at a public meeting on May 2, 2023, and recommended declaring the Boyd
30 School Redevelopment Area a blighted area; and
31

32 WHEREAS, the Planning and Zoning Commission reviewed the Boyd School
33 Redevelopment Plan at a public meeting on May 11, 2023, and recommended approval
34 of the Boyd School Redevelopment Plan; and
35

36 WHEREAS, proper notice has been provided, as required by applicable law, to
37 the public, all affected taxing jurisdictions, and all property owners within the Boyd
38 School Redevelopment Area of the public hearing on the request for tax abatement; and
39

40 WHEREAS, City Council held a public hearing on June 5, 2023, and all
41 interested parties, including affected political subdivisions, were given the opportunity to
42 be heard on such request.
43

44 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
45 SPRINGFIELD, MISSOURI, as follows, that:
46

47 Section 1 – The Boyd School Redevelopment Plan for the redevelopment of the
48 area generally located at the northwest corner of the intersection of East Lynn Street
49 and North Washington Avenue in Springfield, Missouri, attached hereto and
50 incorporated herein by this reference as “Exhibit 1,” is hereby approved.
51

52 Section 2 – City Council finds and declares that the area described in the Boyd
53 School Redevelopment Plan, which is more particularly described in “Exhibit 1 – Exhibit
54 7” (“Redevelopment Area”) is a blighted area as defined by Section 353.020(2) and
55 99.805(1), RSMo, and the redevelopment thereof is necessary for public convenience
56 and necessity; and that approval of the Redevelopment Plan and construction of the
57 redevelopment project described therein are necessary for the preservation of the public
58 health, safety, and welfare.
59

60 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and
61 incorporated herein by this reference as “Exhibit 1 – Exhibit 2,” copies of which were
62 provided to the affected taxing jurisdictions, the Corporation, upon executing a
63 Redevelopment Agreement with the City, to be in substantially the same form as the
64 document attached hereto and incorporated herein by this reference as “Exhibit 2,”
65 partial real property tax abatement, and payment in lieu of taxes (“PILOTs”), is hereby
66 granted as follows: real property acquired by the Boyd School Redevelopment
67 Corporation (“Corporation”) shall not be subject to assessment or payment of general
68 ad valorem taxes for a period of ten (10) years after the date upon which the
69 Corporation becomes the owner of the property, except to the extent and in such
70 amount as may be imposed upon such real property during such period measured
71 solely by the amount of the assessed valuation of the land, exclusive of improvements,
72 as was determined by the assessor of Greene County, in which such property is
73 located, for taxes due and payable thereon during the calendar year preceding the
74 calendar year during which the Corporation acquired title thereto; and after the
75 expiration of ten (10) years, such real property, including improvements, shall be
76 exempt for an additional fifteen (15) years to the extent of ad valorem taxes on such
77 property measured by the assessed valuation thereof at the rate of fifty percent (50%) of
78 the true value of such property including improvements, provided that such abatement
79 shall continue only so long as the property is used in accordance with the
80 Redevelopment Plan and Redevelopment Agreement approved herein.
81

82 Section 4 – The Corporation shall make annual payments in lieu of taxes
83 (“PILOTS”) as set out in the Redevelopment Agreement, which is attached hereto and
84 incorporated herein as “Exhibit 2.”
85

86 Section 5 – The Corporation shall acquire the real property in the Redevelopment
87 Area on or before the date specified in “Exhibit 2,” and if such property is not so
88 acquired within said period, all development rights, including tax abatement, shall
89 expire.
90

91 Section 6 – The City Manager shall take all steps necessary to inform the Greene
92 County Assessor of the granting of such and the passage of this Ordinance.
93

94 Section 7 – The City Manager is further authorized to enter into an agreement
95 with the Corporation which is in substantially the same form and content of “Exhibit 2.”
96 In the event of any conflicts or differences between the provisions of the
97 Redevelopment Plan and the Redevelopment Agreement, the Redevelopment
98 Agreement shall govern, and the Redevelopment Plan shall be deemed to be amended
99 accordingly.
100

101 Section 8 – The sections of this Ordinance shall be severable. In the event any
102 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
103 remaining sections of this Ordinance shall be deemed to be valid, unless the court finds
104 the valid sections of this Ordinance are so essentially and inseparably connected with,
105 and so dependent upon the void sections, that it cannot be presumed that City Council
106 would have enacted the valid sections without those deemed invalid; or unless the court
107 finds that the valid sections, standing alone, are incomplete and are incapable of being
108 executed in accordance with the legislative intent.
109

110 Section 9 – This Ordinance shall be in full force and effect from and after
111 passage.
112

113 Passed at meeting: _____
114

115 _____
116 Mayor
117

118 Attest: _____, City Clerk
119

120 Filed as Ordinance: _____
121

122
123 Approved as to form: Jill Bennis, Assistant City Attorney
124

125
126 Approved for Council action: Jason C. Hays, City Manager

Boyd School Redevelopment Plan
For the
Boyd School Redevelopment Corporation

1409 N Washington, Springfield MO

February 27, 2023

Boyd Lofts

1409 N Washington

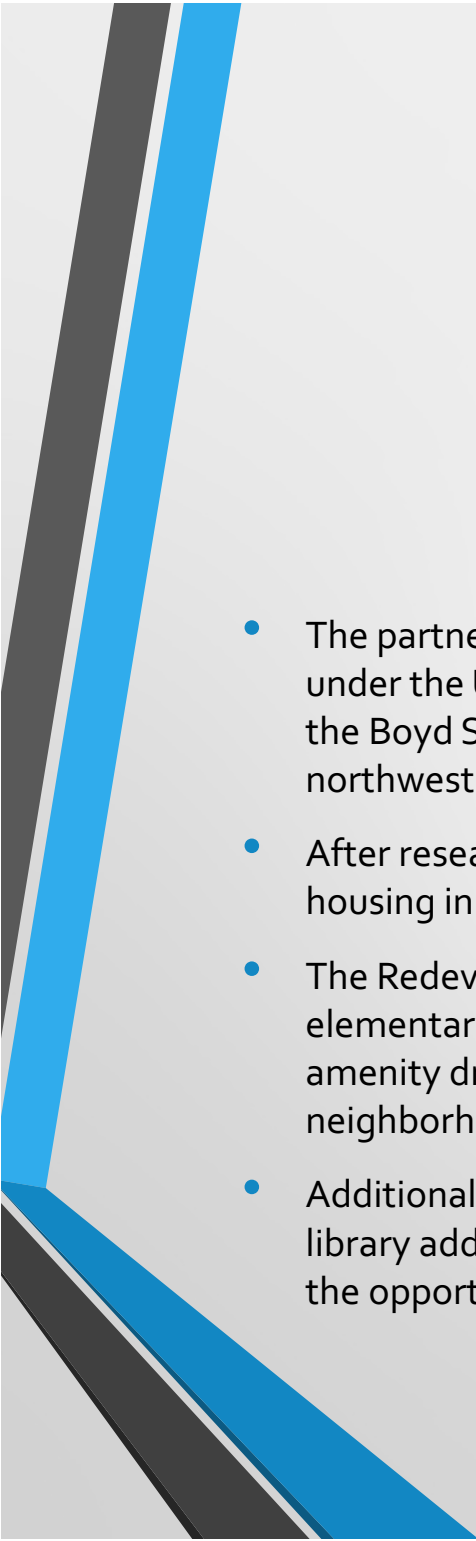
Chap 353 Development Plan Application





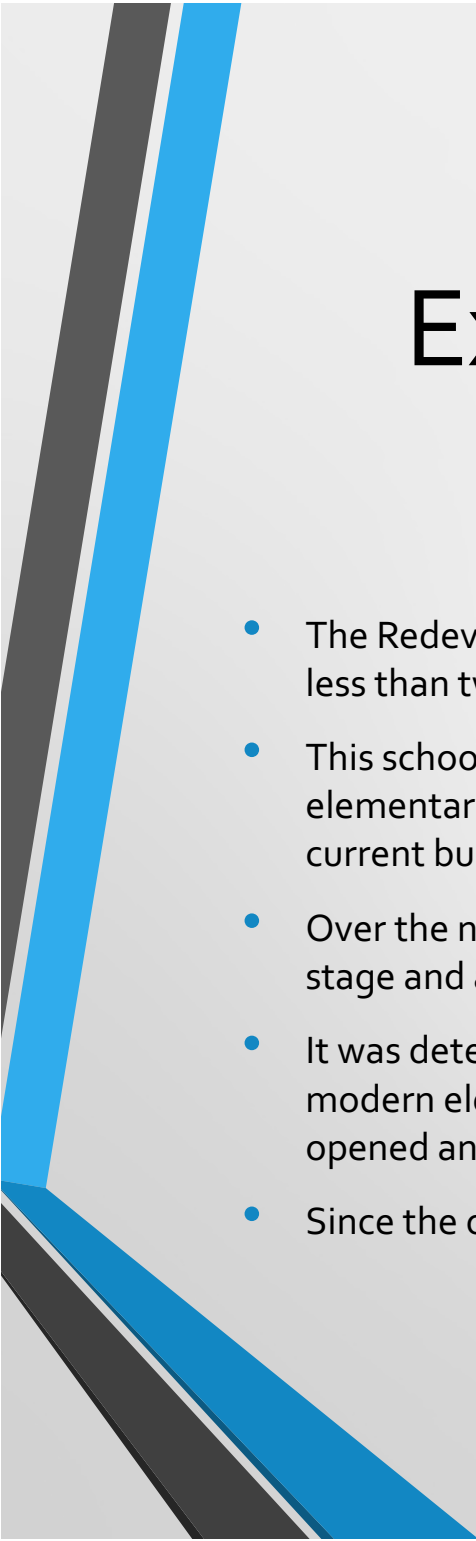
Table of Contents

- I. Executive Summary
- II. Location Summary
- III. Program Summary
- IV. Financial Summary
- V. Development Incentives
- VI. Developer Qualifications
- VII. Exhibits



Executive Summary

- The partners of Boyd School Redevelopment Corp are requesting Tax Abatement consideration under the Urban Redevelopment Corporations Law, Chapter 353, RSMo for the redevelopment of the Boyd School Redevelopment Area , which consists of a 1.7 acre tract of land located at the northwest corner of N Washington and Lynn St (1409 N Washington).
- After research in the area, the developers have discovered the need for additional multifamily housing in the Historic Midtown District.
- The Redevelopment Plan includes the adaptive reuse of the already existing structures from an elementary school to multi-family loft style apartments. This would include around 3500 sf of amenity driven commercial/retail to supply both the development and the surrounding neighborhoods with a social gathering place.
- Additionally, the goal of the project is to retain the exterior of the original structure, as well as the library add-on, to maintain the original character of the buildings while providing residents with the opportunity to live within upper class lofts in a historic district.



Executive Summary - History

- The Redevelopment Plan includes the repurposing of the former Boyd Elementary School located less than two blocks north of Drury University.
- This school was relocated to this location in the Historic Midtown Neighborhood after the prior elementary school burned down in early 1911. It took around a year and a half to fund and build the current building's location at Lynn and Washington.
- Over the next 110 years, the school was in full operation with additions being added in the way of a stage and additional exterior library building.
- It was determined by the Springfield School board that there was a need for a larger and more modern elementary school in the area; thus in August of 2021 a new school located on Division was opened and the former location was determined to be school surplus.
- Since the official closing of the school, the location has been unoccupied.



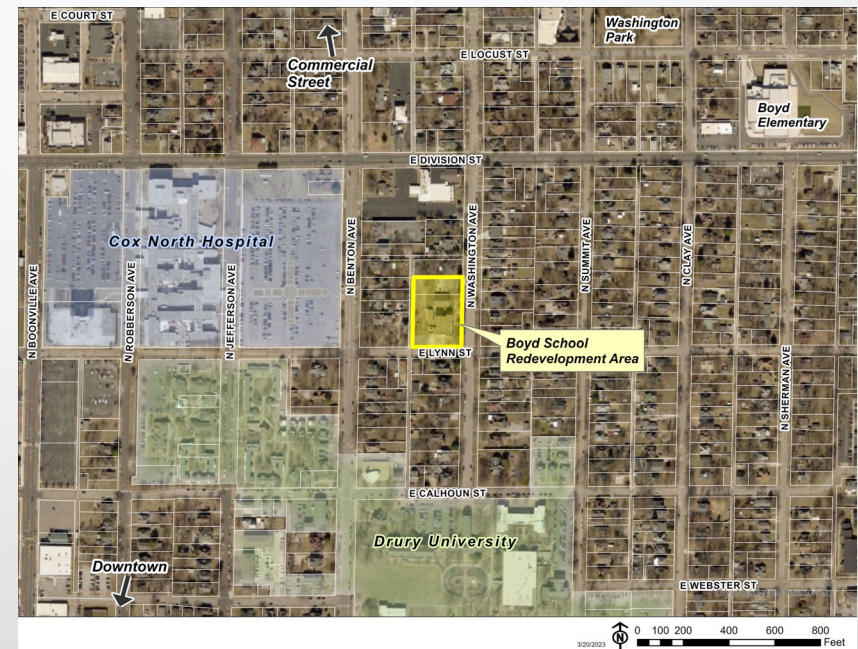
Executive Summary - Goals

This Redevelopment Plan includes the primary project goals:

- Project Design: The exterior of the building will be maintained and preserved in its current detail. This will include architectural design elements, windows, landscaping, and overall historic aesthetic.
- Zoning: The Redevelopment Plan includes a rezone of the current SFR zoning classification and compliance under PD 384; of which is scheduled to be approved congruently with the Chapter 353 Redevelopment Plan.
- Proposed uses will include 16 units of multi family apartments and around 3500 sf of commercial space. The permitted commercial uses include: restaurant, fitness, office, retail, daycare, community center, and churches.

Location Summary

- Located at 1409 N Washington in Springfield Missouri, at the northwest corner of Washington and Lynn St
- Amenities and points of interest within the area include:
 - 1 block North of Drury University
 - Approx. $\frac{3}{4}$ miles North of downtown Springfield with many local retailers and restaurants.
 - Approx. $\frac{1}{3}$ miles South of Historic Commercial Street
 - Located within the historic Midtown District
 - 1 Block East of Cox North



Program Summary

Program:

- Café: 870 sf
 - Coffee, pastries, sandwiches, etc.
 - Includes a small exterior patio and walk-up pickup window
- Flex/retail: 2,400 sf
 - Restaurant, Office, Retail, fitness, etc.
- Residential: 17 units
 - ~2 studio units
 - ~9 1-bedroom units
 - ~6 2-bedroom units

Financial Summary

The project has received a stabilized appraisal from CBRE to support the below summary of financial performance as of year 2. The below proforma summary is inclusive of a full abatement under Chapter 353 as applied within. A full proforma is included in exhibit form.

Project Metrics (w/ Abatement):

- Gross Incomes and Receipts:
 - Rents: \$285,600
 - Other Incomes: \$12,800
 - Projected Vacancy: -\$14,300
- Projected Operating Expenses: -\$80,600
- Projected NOI: \$203,500
- Debt Service: -\$161,300
- Cash Flow: \$42,200

Project Metrics (w/o Abatement):

- Gross Incomes and Receipts:
 - Rents: \$285,600
 - Other Incomes: \$12,800
 - Projected Vacancy: -\$14,300
- Projected Operating Expenses: -\$120,500
- Projected NOI: \$163,600
- Debt Service: -\$161,300
- Cash Flow: \$2,300

Financing Summary: Debt Service

- Financing Terms: The project uses the below terms for calculation of the debt service.
 - Term: 5 years w/ 25-year amortization
 - Financing Amount: \$1,860,000
 - Rate: estimated 7.25% Floating during construction w/ fixed after completion (SOFR plus)
 - Debt Service: \$161,300 annual
- Interest Environment: The financing market for commercial lending has seen an increase from .167% to 4.62% in the SOFR (secured overnight financing rate) in the last 12 months. Given the financing environment and the volatility in the overall economic state of the US, most lenders are reluctant to provide secured fixed rate financing on commercial projects. Although financing is available, it is typically at a floating rate for a shorter term to limit risk both to the lender and borrower.
- 25 Year Term Availability: Historically, mixed use projects are financed with loans ranging from 5 to 10 years. However, given the volatility in the marketplace, lenders are currently reluctant to extend financing longer than 5 years. The project has been awarded the above terms from a local lender and intends to use these estimates for the duration of the abatement period (25 years) due to the unavailability of data regarding what financing is available throughout the abatement.

Development Incentives Impact

The development team has evaluated the project based on commonly accepted project metrics and has determined that an approval of Tax Abatement incentives are essential to the success of the project both initially and long term.

- With an approval of the Chapter 353 designation, the project provides a positive cash flow for the project as detailed.
- Without an approval of the Chapter 353 designation, the project does not meet with standard required returns for an investor to proceed. This will result in the property likely deteriorating over time until such time that the building becomes less suitable for adaptive reuse or development into multifamily, thus requiring a complete tear down of the existing structure to utilize the current zoning of SFR.

To maintain the current construction, historical look, and highest and best use of the building in its current condition, a tax abatement would be required for the proposed development plan.

Developer Qualifications

Matt Blevins – Matt Blevins Real Estate

- 15 years experience in property management and asset management
- 10 years experience in real estate development
- Projects Managed include:
 - Farmers Park- Springfield Mo
 - Quarry Town- Springfield Mo
 - Red Barn Apartments- Bentonville Ar





Exhibits

- i. Project Timeline
- ii. Tax Impact Analysis
- iii. Projected Pro-forma (w/ and w/o abatement)
- iv. Sources and Uses
- v. Unit Design Layout
- vi. Site Layout (PD 384)
- vii. Legal Description
- viii. Blight Report
- ix. Comprehensive Plan Relationship
- x. Urban Redevelopment Corporation Docs
- xi. PD 384

Exhibit 1: Project Timeline

As the developer proceeds with the project, the project timeline will be modified as needed. The below is a basic timeline from purchase through construction completion:

- Land/existing Improvements Closing: 11/15/22
- Design Completion: 5/30/23
- Maint to Existing Building Complete: 5/30/23
- Improvements Construction Start: 6/15/23
- Demo Leasing Unit Completed: 1/15/24
- Construction Completion: 2/28/24

Exhibit 2: Tax Impact Analysis

- See the following full-size pages

Tax Impact Analysis

Boyd School School Redevelopment Area
1409 North Washington Avenue

City of Springfield, Missouri
3/31/2023

Boyd School Redevelopment Area 2022 Real Estate Assessment & Taxes

1409 N Washington Ave
Parcel Nos. 1313202017 and 1313202016

Assessment Ratio: 0%

	Appraised*	Assessed*
Land	\$ 80,000	\$ -
Improvements	\$ 120,000	\$ -
Total	\$ 200,000	\$ -

Taxing District	Levy/\$100 AV	Real Property Tax
State of Missouri	\$ 0.0300	\$ -
Greene County General Revenue	\$ 0.1040	\$ -
Greene County Road and Bridge	\$ 0.1040	\$ -
Greene County Sheltered Workshop	\$ 0.0462	\$ -
Springfield-Greene County Library	\$ 0.2405	\$ -
Ozarks Technical Community College	\$ 0.1911	\$ -
Springfield R-12 School District	\$ 4.0767	\$ -
City of Springfield	\$ 0.6200	\$ -
County Seniors' Services	\$ 0.0487	\$ -
	\$ 5.4612	\$ -

* Subject property was tax exempt in 2022. Valuation is based contract purchase price of \$200,000.

Boyd School Redevelopment Area
Tax Impact Analysis -- Assessment Assumptions

		2023						Redeveloped Estimate					
		Appraised*			Assessed*			Appraised			Assessed*		
Property		Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total
1409 N Washington Ave	Comm.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 496,500	\$ 576,500	\$ 25,600	\$ 158,880	\$ 184,480
	Res.	\$ 80,000	\$ 120,000	\$ 200,000	\$ 15,200	\$ 22,800	\$ 38,000	\$ -	\$ 2,813,500	\$ 2,813,500	\$ -	\$ 534,565	\$ 534,565
Totals		\$ 80,000	\$ 120,000	\$ 200,000	\$ 15,200	\$ 22,800	\$ 38,000	\$ 80,000	\$ 3,310,000	\$ 3,390,000	\$ 25,600	\$ 693,445	\$ 719,045

*Based on contract purchase price of the subject property (\$200,000); assessed as residential.

Assessment ratio (commercial) 32%
Assessment ratio (residential) 19%

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes: -1.00%

Year		Assessed Value						Real Estate Taxes										
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total Real Estate Taxes
								0.0300	0.1040	0.1040	0.0462	0.2405	0.1911	4.0767	0.6200	0.0487	1.0400	
1	2024	\$ 15,200	\$ 22,800	\$ -	\$ -	\$ 15,200	\$ 22,800	\$ 11.40	\$ 39.52	\$ 39.52	\$ 17.56	\$ 91.39	\$ 72.62	\$ 1,549.15	\$ 235.60	\$ 18.51	\$ -	\$ 2,075.26
2	2025	15,048	22,572	-	-	15,048	22,572	11.29	39.12	39.12	17.38	90.48	71.89	1,533.65	233.24	18.32	-	2,054.50
3	2026	15,048	22,572	-	-	15,048	22,572	11.29	39.12	39.12	17.38	90.48	71.89	1,533.65	233.24	18.32	-	2,054.50
4	2027	14,898	22,346	-	-	14,898	22,346	11.17	38.73	38.73	17.21	89.57	71.17	1,518.32	230.91	18.14	-	2,033.96
5	2028	14,898	22,346	-	-	14,898	22,346	11.17	38.73	38.73	17.21	89.57	71.17	1,518.32	230.91	18.14	-	2,033.96
6	2029	14,749	22,123	-	-	14,749	22,123	11.06	38.35	38.35	17.03	88.68	70.46	1,503.13	228.60	17.96	-	2,013.62
7	2030	14,749	22,123	-	-	14,749	22,123	11.06	38.35	38.35	17.03	88.68	70.46	1,503.13	228.60	17.96	-	2,013.62
8	2031	14,601	21,902	-	-	14,601	21,902	10.95	37.96	37.96	16.86	87.79	69.76	1,488.10	226.32	17.78	-	1,993.48
9	2032	14,601	21,902	-	-	14,601	21,902	10.95	37.96	37.96	16.86	87.79	69.76	1,488.10	226.32	17.78	-	1,993.48
10	2033	14,455	21,683	-	-	14,455	21,683	10.84	37.58	37.58	16.70	86.91	69.06	1,473.22	224.05	17.60	-	1,973.55
11	2034	14,455	21,683	-	-	14,455	21,683	10.84	37.58	37.58	16.70	86.91	69.06	1,473.22	224.05	17.60	-	1,973.55
12	2035	14,310	21,466	-	-	14,310	21,466	10.73	37.21	37.21	16.53	86.04	68.37	1,458.49	221.81	17.42	-	1,953.81
13	2036	14,310	21,466	-	-	14,310	21,466	10.73	37.21	37.21	16.53	86.04	68.37	1,458.49	221.81	17.42	-	1,953.81
14	2037	14,167	21,251	-	-	14,167	21,251	10.63	36.84	36.84	16.36	85.18	67.68	1,443.91	219.59	17.25	-	1,934.27
15	2038	14,167	21,251	-	-	14,167	21,251	10.63	36.84	36.84	16.36	85.18	67.68	1,443.91	219.59	17.25	-	1,934.27
16	2039	14,026	21,039	-	-	14,026	21,039	10.52	36.47	36.47	16.20	84.33	67.01	1,429.47	217.40	17.08	-	1,914.93
17	2040	14,026	21,039	-	-	14,026	21,039	10.52	36.47	36.47	16.20	84.33	67.01	1,429.47	217.40	17.08	-	1,914.93
18	2041	13,885	20,828	-	-	13,885	20,828	10.41	36.10	36.10	16.04	83.49	66.34	1,415.17	215.22	16.91	-	1,895.78
19	2042	13,885	20,828	-	-	13,885	20,828	10.41	36.10	36.10	16.04	83.49	66.34	1,415.17	215.22	16.91	-	1,895.78
20	2043	13,747	20,620	-	-	13,747	20,620	10.31	35.74	35.74	15.88	82.65	65.67	1,401.02	213.07	16.74	-	1,876.82
21	2044	13,747	20,620	-	-	13,747	20,620	10.31	35.74	35.74	15.88	82.65	65.67	1,401.02	213.07	16.74	-	1,876.82
22	2045	13,609	20,414	-	-	13,609	20,414	10.21	35.38	35.38	15.72	81.82	65.02	1,387.01	210.94	16.57	-	1,858.06
23	2046	13,609	20,414	-	-	13,609	20,414	10.21	35.38	35.38	15.72	81.82	65.02	1,387.01	210.94	16.57	-	1,858.06
24	2047	13,473	20,210	-	-	13,473	20,210	10.10	35.03	35.03	15.56	81.01	64.37	1,373.14	208.83	16.40	-	1,839.48
25	2048	13,473	20,210	-	-	13,473	20,210	10.10	35.03	35.03	15.56	81.01	64.37	1,373.14	208.83	16.40	-	1,839.48
Total								\$267.85	\$928.55	\$928.55	\$412.49	\$2,147.28	\$1,706.22	\$36,398.42	\$5,535.61	\$434.81	\$0.00	\$48,759.79

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue with Redevelopment and no Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: 2.00%

Year		Assessed Value						Real Estate Taxes Paid										
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total Real Estate Taxes
								0.0300	0.1040	0.1040	0.0462	0.2405	0.1911	4.0767	0.6200	0.0487	1.0400	
1	2024	\$ 25,600	\$ 693,445	\$ 25,600	\$ 158,880	\$ -	\$ 534,565	\$ 215.71	\$ 747.81	\$ 747.81	\$ 332.20	\$ 1,729.30	\$ 1,374.09	\$ 29,313.31	\$ 4,458.08	\$ 350.17	\$ 1,918.59	\$ 41,187.08
2	2025	26,112	707,314	26,112	162,058	-	545,256	220.03	762.76	762.76	338.84	1,763.89	1,401.58	29,899.57	4,547.24	357.18	1,956.96	42,010.82
3	2026	26,112	707,314	26,112	162,058	-	545,256	220.03	762.76	762.76	338.84	1,763.89	1,401.58	29,899.57	4,547.24	357.18	1,956.96	42,010.82
4	2027	26,634	721,460	26,634	165,299	-	556,161	224.43	778.02	778.02	345.62	1,799.17	1,429.61	30,497.57	4,638.19	364.32	1,996.10	42,851.04
5	2028	26,634	721,460	26,634	165,299	-	556,161	224.43	778.02	778.02	345.62	1,799.17	1,429.61	30,497.57	4,638.19	364.32	1,996.10	42,851.04
6	2029	27,167	735,889	27,167	168,605	-	567,285	228.92	793.58	793.58	352.53	1,835.15	1,458.20	31,107.52	4,730.95	371.61	2,036.03	43,708.06
7	2030	27,167	735,889	27,167	168,605	-	567,285	228.92	793.58	793.58	352.53	1,835.15	1,458.20	31,107.52	4,730.95	371.61	2,036.03	43,708.06
8	2031	27,710	750,607	27,710	171,977	-	578,630	233.50	809.45	809.45	359.58	1,871.85	1,487.36	31,729.67	4,825.57	379.04	2,076.75	44,582.22
9	2032	27,710	750,607	27,710	171,977	-	578,630	233.50	809.45	809.45	359.58	1,871.85	1,487.36	31,729.67	4,825.57	379.04	2,076.75	44,582.22
10	2033	28,264	765,619	28,264	175,416	-	590,203	238.17	825.64	825.64	366.77	1,909.29	1,517.11	32,364.26	4,922.08	386.62	2,118.28	45,473.86
11	2034	28,264	765,619	28,264	175,416	-	590,203	238.17	825.64	825.64	366.77	1,909.29	1,517.11	32,364.26	4,922.08	386.62	2,118.28	45,473.86
12	2035	28,830	780,932	28,830	178,925	-	602,007	242.93	842.15	842.15	374.11	1,947.48	1,547.45	33,011.55	5,020.52	394.35	2,160.65	46,383.34
13	2036	28,830	780,932	28,830	178,925	-	602,007	242.93	842.15	842.15	374.11	1,947.48	1,547.45	33,011.55	5,020.52	394.35	2,160.65	46,383.34
14	2037	29,406	796,550	29,406	182,503	-	614,047	247.79	858.99	858.99	381.59	1,986.43	1,578.40	33,671.78	5,120.93	402.24	2,203.86	47,311.01
15	2038	29,406	796,550	29,406	182,503	-	614,047	247.79	858.99	858.99	381.59	1,986.43	1,578.40	33,671.78	5,120.93	402.24	2,203.86	47,311.01
16	2039	29,994	812,481	29,994	186,153	-	626,328	252.74	876.17	876.17	389.22	2,026.15	1,609.97	34,345.21	5,223.35	410.29	2,247.94	48,257.23
17	2040	29,994	812,481	29,994	186,153	-	626,328	252.74	876.17	876.17	389.22	2,026.15	1,609.97	34,345.21	5,223.35	410.29	2,247.94	48,257.23
18	2041	30,594	828,731	30,594	189,876	-	638,855	257.80	893.70	893.70	397.01	2,066.68	1,642.17	35,032.12	5,327.82	418.49	2,292.90	49,222.37
19	2042	30,594	828,731	30,594	189,876	-	638,855	257.80	893.70	893.70	397.01	2,066.68	1,642.17	35,032.12	5,327.82	418.49	2,292.90	49,222.37
20	2043	31,206	845,306	31,206	193,674	-	651,632	262.95	911.57	911.57	404.95	2,108.01	1,675.01	35,732.76	5,434.37	426.86	2,338.75	50,206.82
21	2044	31,206	845,306	31,206	193,674	-	651,632	262.95	911.57	911.57	404.95	2,108.01	1,675.01	35,732.76	5,434.37	426.86	2,338.75	50,206.82
22	2045	31,830	862,212	31,830	197,547	-	664,664	268.21	929.80	929.80	413.05	2,150.17	1,708.51	36,447.41	5,543.06	435.40	2,385.53	51,210.95
23	2046	31,830	862,212	31,830	197,547	-	664,664	268.21	929.80	929.80	413.05	2,150.17	1,708.51	36,447.41	5,543.06	435.40	2,385.53	51,210.95
24	2047	32,467	879,456	32,467	201,498	-	677,958	273.58	948.40	948.40	421.31	2,193.17	1,742.68	37,176.36	5,653.92	444.11	2,433.24	52,235.17
25	2048	32,467	879,456	32,467	201,498	-	677,958	273.58	948.40	948.40	421.31	2,193.17	1,742.68	37,176.36	5,653.92	444.11	2,433.24	52,235.17
Total		\$ 6,117.78	\$ 21,208.30	\$ 21,208.30	\$ 9,421.38	\$ 49,044.19	\$ 38,970.25	\$ 831,344.84	\$ 126,434.08	\$ 9,931.19	\$ 54,412.54	\$ 1,168,092.83						

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue with Redevelopment and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: 2.00%

Year		Assessed Value						Real Estate Taxes											PILOTs	
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri 0.0300	Greene Co. General Revenue 0.1040	Greene Co. Road and Bridge 0.1040	Greene Co. Sheltered Workshop 0.0462	Springfield-Greene Co. Library 0.2405	Ozarks Tech. Community College 0.1911	Springfield R-12 School District 4.0767	City of Springfield 0.6200	County Seniors' Services 0.0487	Commercial SurTax 1.0400	Total Real Estate Taxes	PILOTs	PILOTs
1	2024	\$ 15,200	\$ -	\$ -	\$ -	\$ 15,200	\$ -	\$ 4.56	\$ 15.81	\$ 15.81	\$ 7.02	\$ 36.56	\$ 29.05	\$ 619.66	\$ 94.24	\$ 7.40	\$ -	\$ 830.10	\$ 1,245.15	
2	2025	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
3	2026	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
4	2027	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
5	2028	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
6	2029	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
7	2030	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
8	2031	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
9	2032	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
10	2033	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
11	2034	14,132	382,810	14,132	87,708	-	295,101	119.08	412.82	412.82	183.39	954.65	758.56	16,182.13	2,461.04	193.31	1,059.14	22,736.93	-	
12	2035	14,415	390,466	14,415	89,462	-	301,004	121.46	421.08	421.08	187.05	973.74	773.73	16,505.77	2,510.26	197.18	1,080.32	23,191.67	-	
13	2036	14,415	390,466	14,415	89,462	-	301,004	121.46	421.08	421.08	187.05	973.74	773.73	16,505.77	2,510.26	197.18	1,080.32	23,191.67	-	
14	2037	14,703	398,275	14,703	91,252	-	307,024	123.89	429.50	429.50	190.80	993.21	789.20	16,835.89	2,560.47	201.12	1,101.93	23,655.50	-	
15	2038	14,703	398,275	14,703	91,252	-	307,024	123.89	429.50	429.50	190.80	993.21	789.20	16,835.89	2,560.47	201.12	1,101.93	23,655.50	-	
16	2039	14,997	406,241	14,997	93,077	-	313,164	126.37	438.09	438.09	194.61	1,013.08	804.99	17,172.61	2,611.68	205.14	1,123.97	24,128.61	-	
17	2040	14,997	406,241	14,997	93,077	-	313,164	126.37	438.09	438.09	194.61	1,013.08	804.99	17,172.61	2,611.68	205.14	1,123.97	24,128.61	-	
18	2041	15,297	414,365	15,297	94,938	-	319,427	128.90	446.85	446.85	198.50	1,033.34	821.09	17,516.06	2,663.91	209.25	1,146.45	24,611.19	-	
19	2042	15,297	414,365	15,297	94,938	-	319,427	128.90	446.85	446.85	198.50	1,033.34	821.09	17,516.06	2,663.91	209.25	1,146.45	24,611.19	-	
20	2043	15,603	422,653	15,603	96,837	-	325,816	131.48	455.79	455.79	202.47	1,054.01	837.51	17,866.38	2,717.19	213.43	1,169.38	25,103.41	-	
21	2044	15,603	422,653	15,603	96,837	-	325,816	131.48	455.79	455.79	202.47	1,054.01	837.51	17,866.38	2,717.19	213.43	1,169.38	25,103.41	-	
22	2045	15,915	431,106	15,915	98,774	-	332,332	134.11	464.90	464.90	206.52	1,075.09	854.26	18,223.71	2,771.53	217.70	1,192.76	25,605.48	-	
23	2046	15,915	431,106	15,915	98,774	-	332,332	134.11	464.90	464.90	206.52	1,075.09	854.26	18,223.71	2,771.53	217.70	1,192.76	25,605.48	-	
24	2047	16,233	439,728	16,233	100,749	-	338,979	136.79	474.20	474.20	210.65	1,096.59	871.34	18,588.18	2,826.96	222.05	1,216.62	26,117.59	-	
25	2048	16,233	439,728	16,233	100,749	-	338,979	136.79	474.20	474.20	210.65	1,096.59	871.34	18,588.18	2,826.96	222.05	1,216.62	26,117.59	-	
TOTAL		\$ 1,970.68	\$ 6,831.70	\$ 6,831.70	\$ 3,034.85	\$ 15,798.30	\$ 12,553.24	\$ 267,795.90	\$ 40,727.42	\$ 3,199.07	\$ 17,122.00	\$ 375,864.84	\$ 12,451.54							

Boyd School Redvelopment Area
Tax Impact Analysis
Distribution of PILOTs

PILOT amount is equal to the estimated real property taxes that will be paid on the assessed valuation of the improvements in 2023. It assumes a residential assessed valuation of \$22,800 that is based on an appraised value equal to the contract purchase price of the subject property (\$200,000) minus the estimated value of the land (\$80,000).

Year		Appraised		Assessed				Payments in Lieu of Taxes (PILOTs)										
Plan	Calendar	Land	Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total PILOT
1	2024	\$ -	\$ 22,800	\$ -	\$ -	\$ -	\$ 22,800	\$ 6.84	\$ 23.71	\$ 23.71	\$ 10.53	\$ 54.83	\$ 43.57	\$ 929.49	\$ 141.36	\$ 11.10	\$ -	\$ 1,245.15
2	2025	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
3	2026	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
4	2027	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
5	2028	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
6	2029	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
7	2030	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
8	2031	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
9	2032	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
10	2033	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
11	2034	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	2035	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	2036	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	2037	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	2045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	2046	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	2047	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	2048	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total								\$ 68.40	\$ 237.12	\$ 237.12	\$ 105.34	\$ 548.34	\$ 435.71	\$ 9,294.88	\$ 1,413.60	\$ 111.04	\$ -	\$ 12,451.54

Boyd School Redevelopment Area Tax Impact Analysis - Summary

Taxing District	Tax Revenue		
	Without Redevelopment or Abatement	With Redevelopment and Abatement*	Impact on Taxing Districts
State of Missouri	\$ 267.85	\$ 2,039.08	\$ 1,771.23
Greene County General Revenue	\$ 928.55	\$ 7,068.82	\$ 6,140.26
Greene County Road and Bridge	\$ 928.55	\$ 7,068.82	\$ 6,140.26
Greene County Sheltered Workshop	\$ 412.49	\$ 3,140.19	\$ 2,727.69
Springfield-Greene County Library	\$ 2,147.28	\$ 16,346.64	\$ 14,199.36
Ozarks Technical Community College	\$ 1,706.22	\$ 12,988.95	\$ 11,282.73
Springfield R-12 School District	\$ 36,398.42	\$ 277,090.77	\$ 240,692.36
City of Springfield	\$ 5,535.61	\$ 42,141.02	\$ 36,605.41
County Seniors' Services	\$ 434.81	\$ 3,310.11	\$ 2,875.30
Commercial SurTax	\$ -	\$ 17,122.00	\$ 17,122.00
Total	\$ 48,759.79	\$ 388,316.38	\$ 339,556.59

*Includes real property taxes and PILOTs

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts											
Proforma and Analysis		Yr 1 - 10		Yr 10 - 25							
w/ Abatement		100%		50%							
w/o Abatement		0%		0%							
Estimated Growth Rate Projections						0.00%	0.00%	4.00%	4.00%	4.00%	4.00%
Avg Monthly Rent Projected		\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	\$ 24,752.00	\$ 24,752.00	\$ 25,742.08	\$ 25,742.08	\$ 26,256.92	\$ 26,256.92
Stabilization Vacancy		25%	25%	5%	5%						
Operating Revenues		Year 1		Year 2		Year 3		Year 4		Year 5	
Gross Potential Rent		\$ 285,600	\$ 285,600	\$ 285,600	\$ 285,600	\$ 297,024	\$ 297,024	\$ 308,905	\$ 308,905	\$ 315,083	\$ 315,083
Vacancy Rate		71,400	71,400	14,280	14,280	14,851	14,851	15,445	15,445	15,754	15,754
Rental Income		214,200	214,200	271,320	271,320	282,173	282,173	293,460	293,460	299,329	299,329
Other Income		12,823	12,823	12,823	12,823	13,336	13,336	13,870	13,870	14,147	14,147
Gross Income		227,023	227,023	284,143	284,143	295,509	295,509	307,330	307,330	313,476	313,476
Operating Expenses											
Repairs and Maintenance		4,284	4,284	4,284	4,284	4,455	4,455	4,634	4,634	4,726	4,726
Common Area		8,568	8,568	8,568	8,568	8,911	8,911	9,267	9,267	9,452	9,452
Taxes		2,075	41,187	2,075	42,011	2,075	42,011	2,075	42,851	2,075	42,851
Insurance		8,568	8,568	8,568	8,568	8,911	8,911	9,267	9,267	9,452	9,452
Payroll		14,994	14,994	14,994	14,994	15,594	15,594	16,218	16,218	16,542	16,542
Property Management		17,136	17,136	17,136	17,136	17,821	17,821	18,534	18,534	18,905	18,905
Utilities		11,424	11,424	11,424	11,424	11,881	11,881	12,356	12,356	12,603	12,603
Trash Removal		2,856	2,856	2,856	2,856	2,970	2,970	3,089	3,089	3,151	3,151
Other Expenses		5,712	5,712	5,712	5,712	5,940	5,940	6,178	6,178	6,302	6,302
Internet/ Cable		4,998	4,998	4,998	4,998	5,198	5,198	5,406	5,406	5,514	5,514
Total Operating Expenses		80,615	119,727	80,615	120,551	83,757	123,692	87,024	127,800	88,723	129,499
Net Operating Income (EBITDA)		146,408	107,296	203,528	163,593	211,752	171,817	220,305	179,530	224,753	183,977
Debt Service		134,850	134,850	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330
Cash Flow		11,558	-	42,198	2,262	50,422	10,486	58,975	18,199	63,423	22,647
Cash on Cash		1.0%	-2.3%	3.5%	0.2%	4.2%	0.9%	4.9%	1.5%	5.3%	1.9%

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 26,782.06	\$ 26,782.06	\$ 27,317.70	\$ 27,317.70	\$ 27,864.06	\$ 27,864.06	\$ 28,421.34	\$ 28,421.34	\$ 28,989.76	\$ 28,989.76	
Stabilization Vacancy											
Operating Revenues	Year 6		Year 7		Year 8		Year 9		Year 10		
Gross Potential Rent	\$ 321,385	\$ 321,385	\$ 327,812	\$ 327,812	\$ 334,369	\$ 334,369	\$ 341,056	\$ 341,056	\$ 347,877	\$ 347,877	
Vacancy Rate	16,069	16,069	16,391	16,391	16,718	16,718	17,053	17,053	17,394	17,394	
Rental Income	305,315	305,315	311,422	311,422	317,650	317,650	324,003	324,003	330,483	330,483	
Other Income	14,430	14,430	14,719	14,719	15,013	15,013	15,313	15,313	15,620	15,620	
Gross Income	319,746	319,746	326,141	326,141	332,663	332,663	339,317	339,317	346,103	346,103	
Operating Expenses											
Repairs and Maintenance	4,821	4,821	4,917	4,917	5,016	5,016	5,116	5,116	5,218	5,218	
Common Area	9,642	9,642	9,834	9,834	10,031	10,031	10,232	10,232	10,436	10,436	
Taxes	2,075	43,708	2,075	43,708	2,075	44,582	2,075	44,582	2,075	45,474	
Insurance	9,642	9,642	9,834	9,834	10,031	10,031	10,232	10,232	10,436	10,436	
Payroll	16,873	16,873	17,210	17,210	17,554	17,554	17,905	17,905	18,264	18,264	
Property Management	19,283	19,283	19,669	19,669	20,062	20,062	20,463	20,463	20,873	20,873	
Utilities	12,855	12,855	13,112	13,112	13,375	13,375	13,642	13,642	13,915	13,915	
Trash Removal	3,214	3,214	3,278	3,278	3,344	3,344	3,411	3,411	3,479	3,479	
Other Expenses	6,428	6,428	6,556	6,556	6,687	6,687	6,821	6,821	6,958	6,958	
Internet/ Cable	5,624	5,624	5,737	5,737	5,851	5,851	5,968	5,968	6,088	6,088	
Total Operating Expenses	90,456	132,089	92,224	133,856	94,027	136,534	95,866	138,373	97,741	141,140	
Net Operating Income (EBITDA)	229,290	187,657	233,917	192,284	238,637	196,130	243,451	200,944	248,362	204,963	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	67,959	26,326	72,586	30,954	77,306	34,799	82,120	39,614	87,031	43,632	
Cash on Cash	5.6%	2.2%	6.0%	2.6%	6.4%	2.9%	6.8%	3.3%	7.2%	3.6%	

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 29,569.56	\$ 29,569.56	\$ 30,160.95	\$ 30,160.95	\$ 30,764.17	\$ 30,764.17	\$ 31,379.45	\$ 31,379.45	\$ 32,007.04	\$ 32,007.04	
Stabilization Vacancy											
Operating Revenues	Year 11		Year 12		Year 13		Year 14		Year 15		
Gross Potential Rent	\$ 354,835	\$ 354,835	\$ 361,931	\$ 361,931	\$ 369,170	\$ 369,170	\$ 376,553	\$ 376,553	\$ 384,084	\$ 384,084	
Vacancy Rate	17,742	17,742	18,097	18,097	18,459	18,459	18,828	18,828	19,204	19,204	
Rental Income	337,093	337,093	343,835	343,835	350,712	350,712	357,726	357,726	364,880	364,880	
Other Income	15,932	15,932	16,251	16,251	16,576	16,576	16,907	16,907	17,245	17,245	
Gross Income	353,025	353,025	360,086	360,086	367,287	367,287	374,633	374,633	382,126	382,126	
Operating Expenses											
Repairs and Maintenance	5,323	5,323	5,429	5,429	5,538	5,538	5,648	5,648	5,761	5,761	
Common Area	10,645	10,645	10,858	10,858	11,075	11,075	11,297	11,297	11,523	11,523	
Taxes	22,737	45,474	23,192	46,383	23,192	46,383	23,656	47,311	23,656	47,311	
Insurance	10,645	10,645	10,858	10,858	11,075	11,075	11,297	11,297	11,523	11,523	
Payroll	18,629	18,629	19,001	19,001	19,381	19,381	19,769	19,769	20,164	20,164	
Property Management	21,290	21,290	21,716	21,716	22,150	22,150	22,593	22,593	23,045	23,045	
Utilities	14,193	14,193	14,477	14,477	14,767	14,767	15,062	15,062	15,363	15,363	
Trash Removal	3,548	3,548	3,619	3,619	3,692	3,692	3,766	3,766	3,841	3,841	
Other Expenses	7,097	7,097	7,239	7,239	7,383	7,383	7,531	7,531	7,682	7,682	
Internet/ Cable	6,210	6,210	6,334	6,334	6,460	6,460	6,590	6,590	6,721	6,721	
Total Operating Expenses	120,316	143,053	122,723	145,914	124,713	147,905	127,208	150,863	129,279	152,934	
Net Operating Income (EBITDA)	232,709	209,972	237,363	214,171	242,574	219,382	247,425	223,770	252,847	229,191	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	71,378	48,641	76,032	52,841	81,243	58,052	86,095	62,439	91,516	67,861	
Cash on Cash	5.9%	4.0%	6.3%	4.4%	6.7%	4.8%	7.1%	5.2%	7.6%	5.6%	

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis										
w/ Abatement										
w/o Abatement										
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 32,647.18	\$ 32,647.18	\$ 33,300.13	\$ 33,300.13	\$ 33,966.13	\$ 33,966.13	\$ 34,645.45	\$ 34,645.45	\$ 35,338.36	\$ 35,338.36
Stabilization Vacancy										
Operating Revenues	Year 16		Year 17		Year 18		Year 19		Year 20	
Gross Potential Rent	\$ 391,766	\$ 391,766	\$ 399,602	\$ 399,602	\$ 407,594	\$ 407,594	\$ 415,745	\$ 415,745	\$ 424,060	\$ 424,060
Vacancy Rate	19,588	19,588	19,980	19,980	20,380	20,380	20,787	20,787	21,203	21,203
Rental Income	372,178	372,178	379,621	379,621	387,214	387,214	394,958	394,958	402,857	402,857
Other Income	17,590	17,590	17,942	17,942	18,301	18,301	18,667	18,667	19,040	19,040
Gross Income	389,768	389,768	397,564	397,564	405,515	405,515	413,625	413,625	421,898	421,898
Operating Expenses										
Repairs and Maintenance	5,876	5,876	5,994	5,994	6,114	6,114	6,236	6,236	6,361	6,361
Common Area	11,753	11,753	11,988	11,988	12,228	12,228	12,472	12,472	12,722	12,722
Taxes	24,129	48,257	24,129	48,257	24,611	49,222	24,611	49,222	25,103	50,207
Insurance	11,753	11,753	11,988	11,988	12,228	12,228	12,472	12,472	12,722	12,722
Payroll	20,568	20,568	20,979	20,979	21,399	21,399	21,827	21,827	22,263	22,263
Property Management	23,506	23,506	23,976	23,976	24,456	24,456	24,945	24,945	25,444	25,444
Utilities	15,671	15,671	15,984	15,984	16,304	16,304	16,630	16,630	16,962	16,962
Trash Removal	3,918	3,918	3,996	3,996	4,076	4,076	4,157	4,157	4,241	4,241
Other Expenses	7,835	7,835	7,992	7,992	8,152	8,152	8,315	8,315	8,481	8,481
Internet/ Cable	6,856	6,856	6,993	6,993	7,133	7,133	7,276	7,276	7,421	7,421
Total Operating Expenses	131,864	155,993	134,019	158,148	136,699	161,311	138,941	163,552	141,720	166,823
Net Operating Income (EBITDA)	257,904	233,775	263,545	239,416	268,815	244,204	274,684	250,073	280,178	255,074
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330
Cash Flow	96,573	72,445	102,214	78,085	107,485	82,874	113,353	88,742	118,847	93,744
Cash on Cash	8.0%	6.0%	8.5%	6.5%	8.9%	6.9%	9.4%	7.3%	9.8%	7.8%

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 36,045.13	\$ 36,045.13	\$ 36,766.03	\$ 36,766.03	\$ 37,501.35	\$ 37,501.35	\$ 38,251.38	\$ 38,251.38	\$ 39,016.40	\$ 39,016.40	\$ 39,016.40
Stabilization Vacancy											
Operating Revenues	Year 21		Year 22		Year 23		Year 24		Year 25		
Gross Potential Rent	\$ 432,542	\$ 432,542	\$ 441,192	\$ 441,192	\$ 450,016	\$ 450,016	\$ 459,017	\$ 459,017	\$ 468,197	\$ 468,197	\$ 468,197
Vacancy Rate	21,627	21,627	22,060	22,060	22,501	22,501	22,951	22,951	23,410	23,410	23,410
Rental Income	410,914	410,914	419,133	419,133	427,515	427,515	436,066	436,066	444,787	444,787	444,787
Other Income	19,421	19,421	19,810	19,810	20,206	20,206	20,610	20,610	21,022	21,022	21,022
Gross Income	430,336	430,336	438,942	438,942	447,721	447,721	456,676	456,676	465,809	465,809	465,809
Operating Expenses											
Repairs and Maintenance	6,488	6,488	6,618	6,618	6,750	6,750	6,885	6,885	7,023	7,023	7,023
Common Area	12,976	12,976	13,236	13,236	13,500	13,500	13,770	13,770	14,046	14,046	14,046
Taxes	25,103	50,207	25,605	51,211	25,605	51,211	26,118	52,235	26,118	52,235	52,235
Insurance	12,976	12,976	13,236	13,236	13,500	13,500	13,770	13,770	14,046	14,046	14,046
Payroll	22,708	22,708	23,163	23,163	23,626	23,626	24,098	24,098	24,580	24,580	24,580
Property Management	25,952	25,952	26,472	26,472	27,001	27,001	27,541	27,541	28,092	28,092	28,092
Utilities	17,302	17,302	17,648	17,648	18,001	18,001	18,361	18,361	18,728	18,728	18,728
Trash Removal	4,325	4,325	4,412	4,412	4,500	4,500	4,590	4,590	4,682	4,682	4,682
Other Expenses	8,651	8,651	8,824	8,824	9,000	9,000	9,180	9,180	9,364	9,364	9,364
Internet/ Cable	7,569	7,569	7,721	7,721	7,875	7,875	8,033	8,033	8,193	8,193	8,193
Total Operating Expenses	144,052	169,156	146,933	172,539	149,360	174,965	152,347	178,465	154,872	180,989	180,989
Net Operating Income (EBITDA)	286,283	261,180	292,009	266,403	298,361	272,756	304,328	278,211	310,937	284,820	284,820
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330
Cash Flow	124,953	99,849	130,678	105,073	137,031	111,425	142,998	116,880	149,607	123,489	123,489
Cash on Cash	10.3%	8.3%	10.8%	8.7%	11.3%	9.2%	11.8%	9.7%	12.4%	10.2%	10.2%

Exhibit 4: Sources and Uses

Total Development Budget -		Sources and Uses
<u>Development Uses (*estimates based on floorplan)</u>		Uses
Land Purchase and Holding	\$	266,005.00
Architectural (Civil,Struct,Design)	\$	85,000.00
Demo/repairs	\$	250,000.00
Infill (structure, walls, millwork, flooring)	\$	1,380,000.00
Landscaping/Parking Lot	\$	120,000.00
Exterior/Storefront	\$	143,500.00
HVAC	\$	100,000.00
Electrical/Plumbing	\$	150,000.00
F,F&E	\$	20,000.00
Consulting	\$	67,000.00
Development Contingency	\$	129,075.25
Sub Total	\$	2,710,580.25
Development Fee	\$	129,075.25
Preferred Return During Construction	\$	60,000.00
Construction Interest	\$	91,707.97
Lease Up & Operational Carry	\$	76,193.82
Total Hard & Soft Cost	\$	3,067,557.29
<u>Development Sources</u>		
Financing	61% \$	1,860,000.00
Equity	39% \$	1,207,557.29
Total Sources	\$	3,067,557.29



Exhibit 5: Unit Design Layout

See the following full-size pages

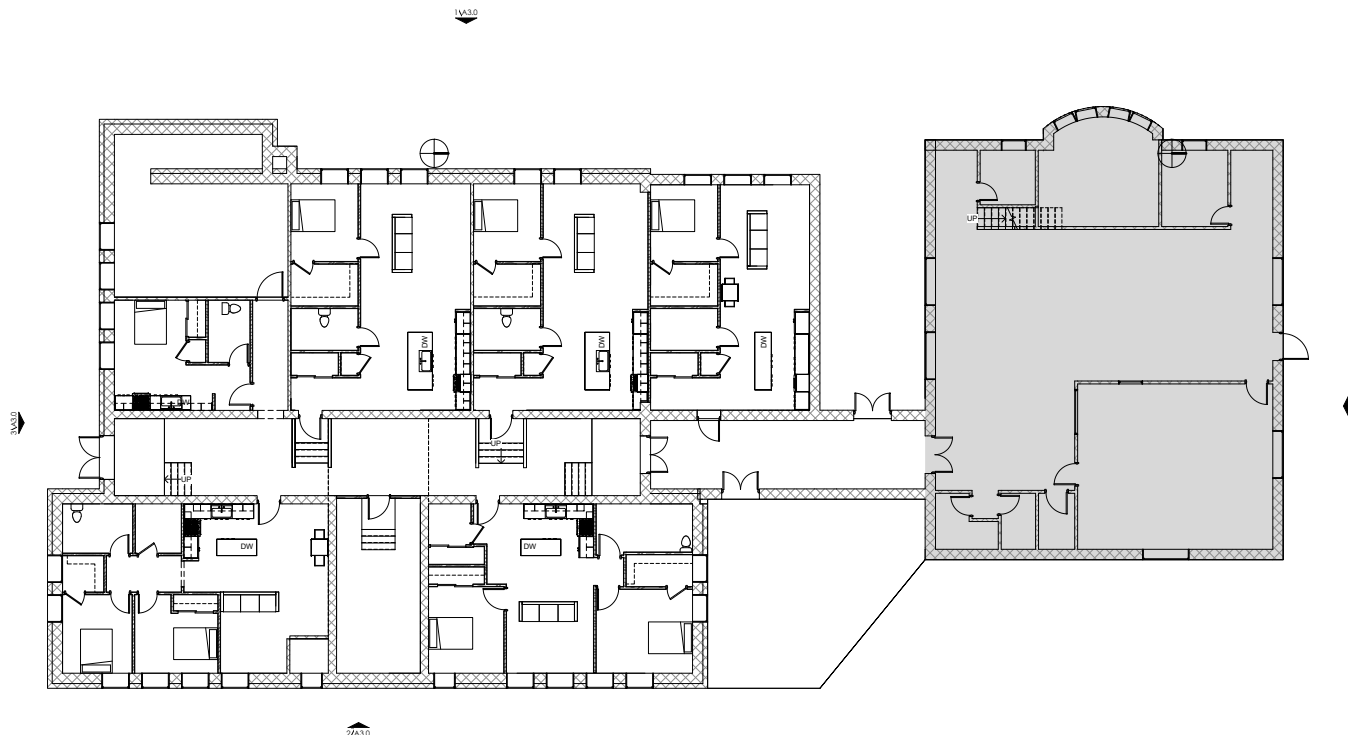
FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE TO STUD FACES, WINDOW JAMBS, AND DOOR CENTERLINES U.N.O.
2. ALL GYPSUM BOARD TO BE 5/8" TYPE "X" WET LOCATIONS ARE TO HAVE 5/8" TYPE "X" WATER RESISTANT GREENBOARD.
3. SEAL AROUND ALL INTERIOR JOINTS AT DOORS AND WINDOWS.

WALL TYPE LEGEND

5/8" GYP BD EACH SIDE OF 2" INSULATED STUDS @ 16" o.c. TO 6" ABOVE FINISHED FLOOR

UPDATE



1 BASEMENT LOBBY - NEW CONSTRUCTION
1/8" = 1'-0"



ARKIFEX
STUDIOS

221 SOUTH AVE, SPRINGFIELD, MO 65806

Architect of Record

**PRELIMINARY - NOT
FOR CONSTRUCTION**
JUL2023 1:09:36 PM

Certificate of Authority A-201402020

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Drawings and Specifications are instruments of service and shall remain the property of the Architects. They are not to be used on other projects or extensions to the project except by agreement in writing with appropriate compensation to the Architect.
Contractor is responsible for construction means, methods and techniques, sequence of procedures or for safety precautions and programs in connection with the project.

BOYD LOFTS

1409 N WASHINGTON AVE,
SPRINGFIELD, MO 65802
GREENE COUNTY

Revisions

No.	Description	Date

A1.2
BASEMENT FLOOR
PLAN

project #: 300-XXXX
date: 3.00.0000

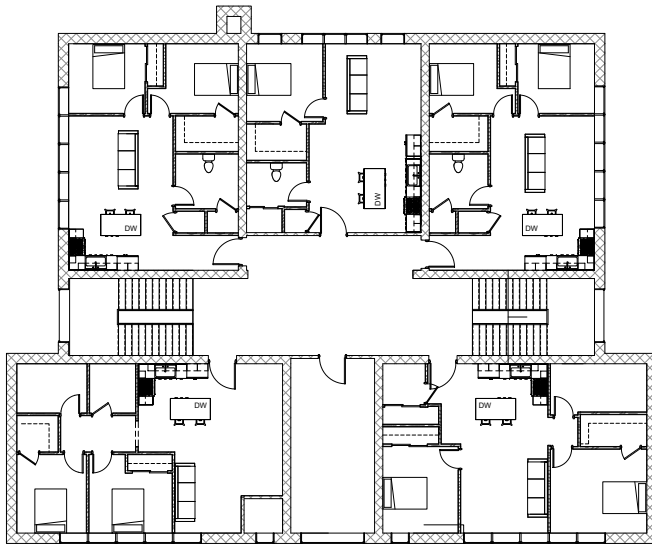
FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE TO STUD FACES, WINDOW JAMBS, AND DOOR CENTERLINES UNLESS NOTED.
2. ALL OFFSHOOT BOARD TO BE 5/8" TYPE 'X' WET LOCATIONS ARE TO HAVE 5/8" TYPE 'X' WATER RESISTANT GREENBOARD.
3. SEAL AROUND ALL INTERIOR JOINTS AT DOORS AND WINDOWS.

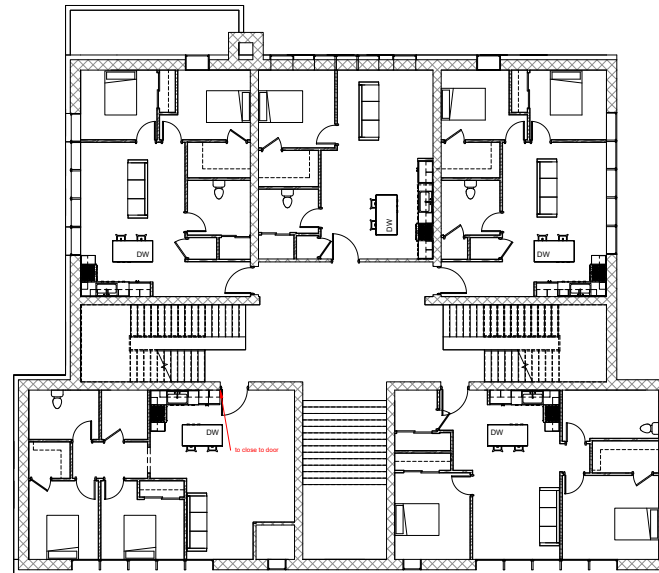
WALL TYPE LEGEND

-  5/8" GYP BD EACH SIDE OF STUDS @ 16" o.c. TO 4" ABOVE FINISHED FLOOR.

UPDATE



1 SECOND FLOOR PLAN - NEW CONSTRUCTION
 1/8" = 1'-0"



2 FIRST FLOOR PLAN - NEW CONSTRUCTION
 1/8" = 1'-0"



ARKIFEX
 STUDIOS

221 SOUTH AVE, SPRINGFIELD, MO 65806

Architect of Record

PRELIMINARY - NOT
 FOR CONSTRUCTION
 3/8/2023 1:09:42 PM

Certificate of Authority A-201802020

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 Contractor is responsible for construction means, methods, and techniques, sequence of operations or for safety precautions and programs in connection with the project.

BOYD LOFTS

1409 N WASHINGTON AVE,
 SPRINGFIELD, MO 65802
 GREENE COUNTY

Revisions

No.	Description	Date

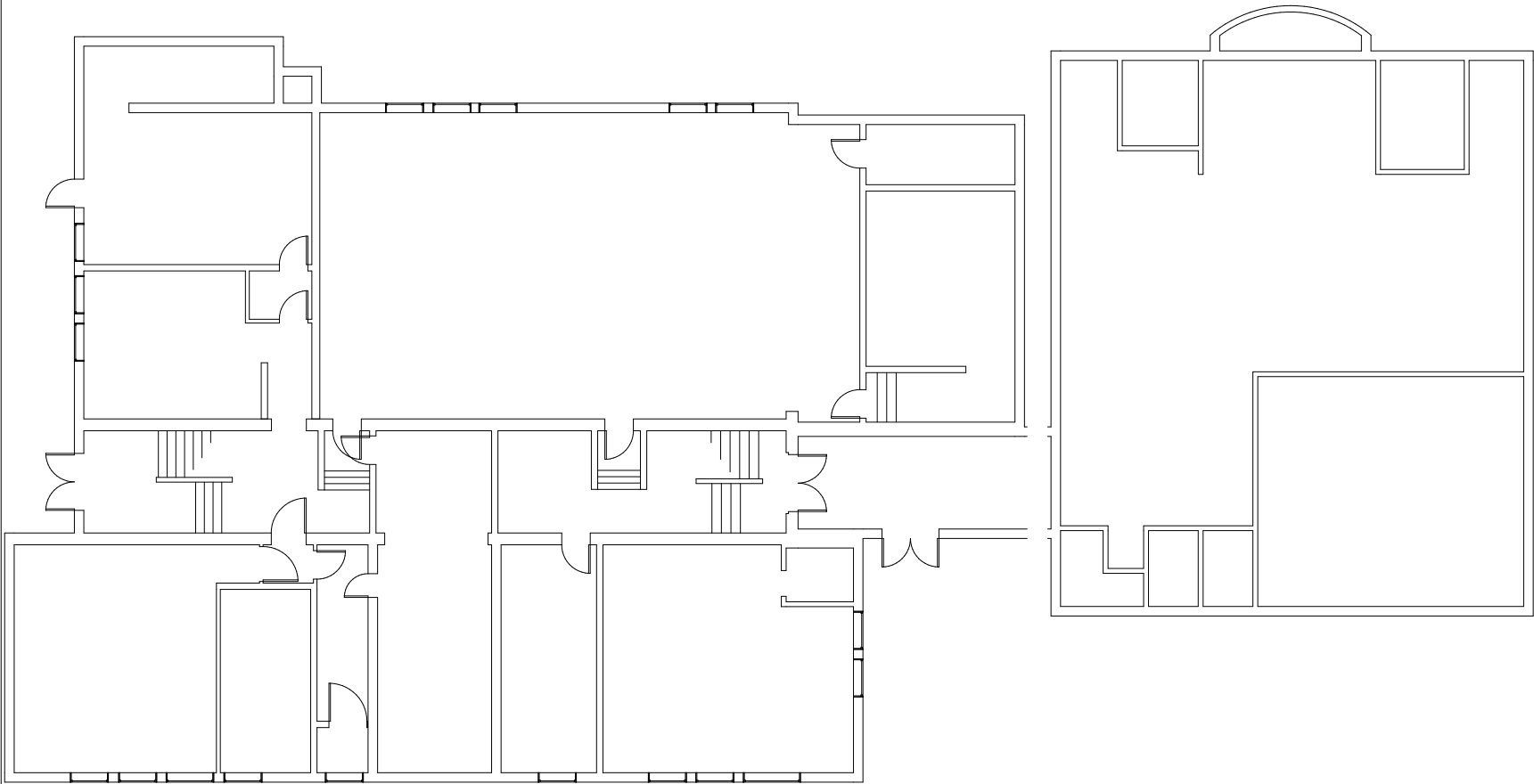
A1.3
 FLOOR PLAN

project #: 300-XXXX
 date: 3/08/2023



Exhibit 5b: Lower Floor Existing Layout

See the following full-size pages



1 Level 1
A101 3/16" = 1'-0"

BOYD ELEMENTARY

REVISIONS		
NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
----------------------------	------------------

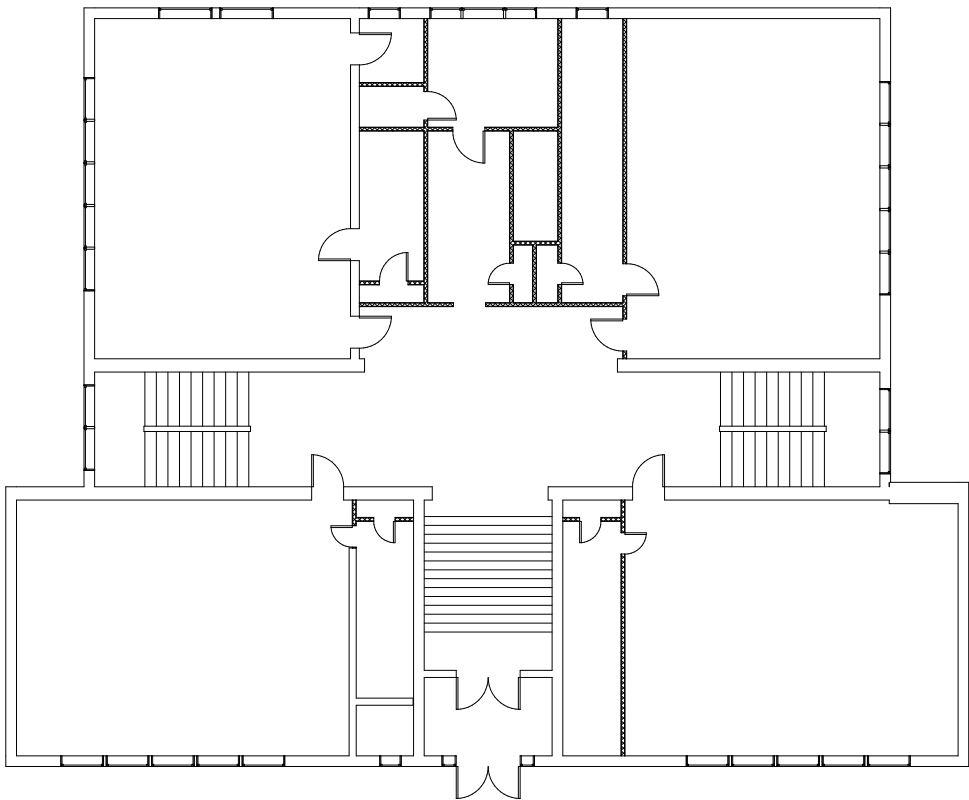
A101

FIRST FLOOR



Exhibit 5c: 1st and 2nd Floor Existing Layout

See the following full-size pages



1 Level 2
A102 3/16" = 1'-0"

BOYD ELEMENTARY

THIS SEAL IS FOR ARCHITECTURAL INFORMATION ONLY

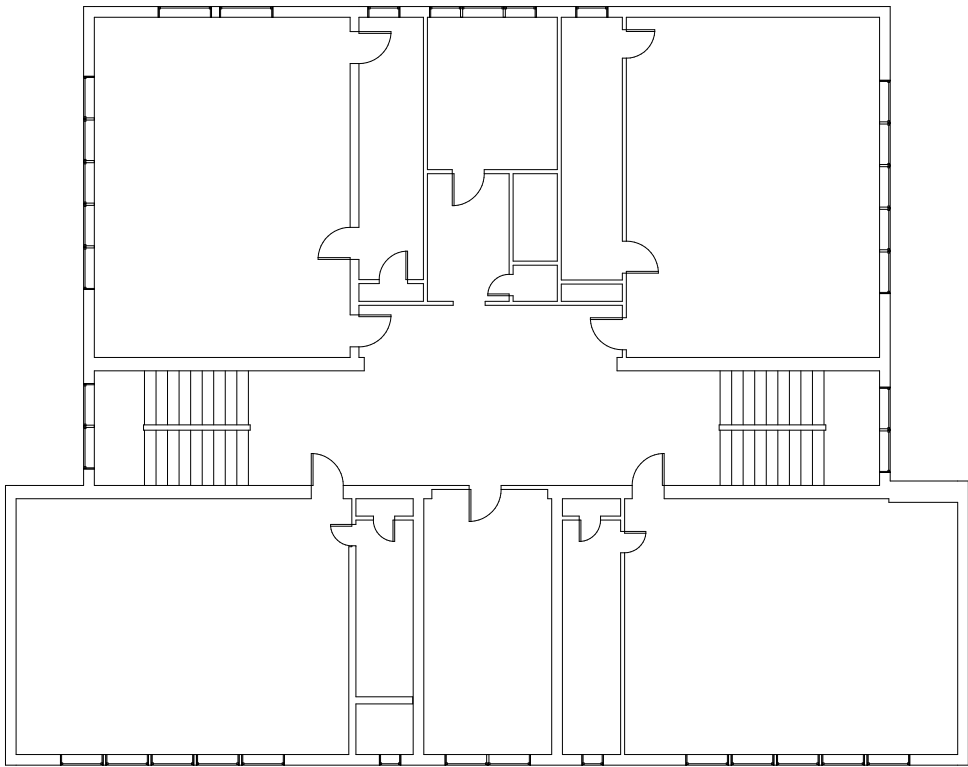
REVISIONS

NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
----------------------------	------------------

A102

SECOND FLOOR



1 LEVEL 3
A103 3/16" = 1'-0"

BOYD ELEMENTARY

THIS SEAL IS FOR ARCHITECTURAL INFORMATION ONLY

REVISIONS		
NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
A103	
THIRD FLOOR	

Exhibit 6: Site Layout (PD exhibit 2)

See the following full-size pages

Exhibit 7: Legal Descriptions

- Tract 1:
 - ALL OF LOTS TWENTY-ONE (21), TWENTY-TWO (22) AND TWENTY-THREE (23) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
- Tract 2:
 - ALL OF LOT TWENTY-FOUR (24) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit 8: Blight Report

Boyd School Redevelopment Area – 1409 N Washington, Springfield Missouri

Blight Report

The purpose of this document is to identify the contributing factors for discussion to justify the classification of a blighted property based according to Urban Redevelopment Corporations Law, Chapter 353, RSmo; which defines a “Blighted Area” as:

...an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The following factors will convey that the Redevelopment Area is “blighted” by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the local and regional public health and safety.

Property Information

The Redevelopment Plan includes the repurposing of the former Boyd Elementary School located less than two blocks north of Drury University.

- This school was relocated to its current location in the Historic Midtown Neighborhood after the prior elementary school burned down in early 1911. It took around a year and a half to fund and build the current building's location at Lynn and Washington.
- Over the next 110 years, the school was in full operation with additions being added in the way of a stage and additional exterior library building.
- It was determined by the Springfield School board that there was a need for a larger and more modern elementary school in the area; thus, in August of 2021 a new school located on Division was opened and the former location was determined to be school surplus.

Since the official closing of the school, the location has been unoccupied and in a condition of disuse until the current owners purchased the property in November of 2022.

Insanitary or Unsafe Conditions

Although the Redevelopment Area was previously under the control of Springfield Public Schools, the current condition of the building constitutes a risk to public safety due to both the age and the unoccupied nature of the property.

- The original structure was built in 1911 and although the structure of the building has been maintained, the interiors and exteriors are suffering from prolonged use over time and deterioration typical of construction during the turn of the century.
- The current presence of unsupervised and unmaintained playground equipment within the unsecured green space poses a safety concern for children due to unauthorized access, unmonitored use, and potential lack of continued maintenance.
- Unoccupied buildings are susceptible to break in and trespassers. Although no such issues have been notated, it is well documented that vacant buildings are susceptible to trespassers as well as vandalism, squatting and arson (both intentional and unintentional)

The combination of these conditions results in unsafe conditions for the neighboring residents; as well as a potential for negative interactions with unwanted visitors to the site and potentially dangerous situations to both the neighborhood and public in general.

Deterioration of Site Improvements

The original building was built in 1911 with additions built in the late '80's and 2000s. Due to the age and unoccupied condition of the building, there are signs of rapid deterioration of the current improvements both interior and exterior.

- The current improvements were not being conditioned appropriately after the vacancy and prior to the transfer of ownership. This has resulted in the interiors starting to decline in finish quality rapidly due to excess humidity, temperature fluctuation, and water intrusion within the building.
- The exterior of the building shows signs of wear and tear in keeping with its age and use type (school). The mortar of the brick finish will need to be addressed to prevent water intrusion as well as a potential fault in the brick itself.
- Foundations and on-grade window show signs of water intrusion; as well as deterioration of the foundations in connection with the additional moisture.
- Clogged gutters and drainage systems cause additional weight on the roof systems and could cause faults in exterior finishes as well as the roof itself; which can cause additional moisture intrusion into the property. Multiple gutter systems have been identified as directed towards the building, causing grade concerns
- Rodents and other animals have been found within the building through siding and door jam gaps caused by lack of maintenance and repairs.
- The two parking lots need to be resealed and/or repoured due to the age of the lots. Cracks and sinking of the lots are a condition of the age of the lots themselves.

Due to these conditions and given that the development is located within a single family residential neighborhood, any future use of the building will require substantial investments to address the current condition. Adaptive reuse and improvements of the Redevelopment area is the ideal use, but is hindered by extraordinary costs to address blight factors and adapting the building for residential uses. Additionally, the deterioration of the building will continue until such time that the cost to repair the building outweighs its replacement costs.

Existence of Conditions which Endanger Life or Property by Fire or Other Causes

Risks for unoccupied buildings to experience a potential Life-threatening event have been established to be greater than average due to conditions that may not be noticed with early warning signs.

- Fire or other structural failures could result in unauthorized individuals being trapped in the building without the external knowledge of occupants. Even if the building is monitored and sprinkled.
- Fire in vacant buildings can present firefighters with additional risk due to potential structural issues and unseeable hazards.
- Vacant building poses additional risks to neighboring buildings due to the higher risk of fire spreading to the adjacent building due to slow response to the initial fire.

Retardation of Provision of Housing Accommodations

The property in question isn't currently utilized as housing. The proposed use of the Redevelopment will increase housing in the Midtown District; which is desirable to many looking to live within the district.

- Most housing in the district is single-family or low-density housing with a mix of rentals and owner-occupied homes. Growth in the district shows an increase in desired rentals in the area.
- If allowed to degrade further, the Redevelopment Area will become an eyesore to the primary entry road into the area and may deter additional housing or market desire to the public.

Due to the site deterioration, risk of fire, and unsafe conditions, vacant and abandoned properties harm the housing accommodations within a neighborhood by proximity. In addition, the increase in potential crime surrounding a vacant building can degrade the appealing nature of a district such as Midtown.

The project, which is primarily multi-family residential, is hindered due to the conditions and cannot proceed without significant intervention and redevelopment.

Economic Liability

Due to the history of the property, as used as an elementary school, and given that there are no plans to reuse the building for another public use, the property is currently not adding any benefit to the local economic environment. Reuse of the building is severely limited due to age and conditions, as well as the current configuration as a school.

- The Redevelopment Area, in its current condition, does not provide any economic benefits/activity and is projected to be detrimental to economic growth within the district over time without significant intervention to the blighted conditions.
- The Redevelopment Plan will provide taxable revenue to the local districts due to the commercial/retail components of the development plan.
- The Redevelopment will provide real estate tax revenue to the city, county, and state through pilots. The current tax payments are zero due to the classification as a school.
- The Redevelopment will supply local businesses with additional housing to use for their employees and consumer base. Local need includes Drury University, Cox North, Downtown Retailers, Commercial Street Retailers, etc.

The property is currently vacant and is in an unproductive state. In this state, the property is not contributing to the local economy through tax revenue either directly or indirectly. Without intervention the property will likely remain unproductive and eventually adversely effect surrounding property values and pose an undue burden on city services. Negative effects on the surrounding property values; which will further reduce future tax revenues, thus affecting the delivery of public goods and services, and discouraging continued property maintenance and reinvestment in the neighborhood.

Social Liability

The Redevelopment of the property in question will provide additional housing, tax revenue, social gathering spaces, and activity on an unoccupied parcel.

- In its current use and condition, the Redevelopment Area does not provide any social activity in its uses as it sits vacant.
- Occupied spaces bring activity that deters negative integrations such as loitering, trespass, and squatting.
- Commercial Spaces within the proposed plan provide social gathering spaces for the local residents.
- The Redevelopment plan maintains the identity of a well-known and loved piece of the district's history while still using the building for a new user type.
- The property in its current condition and use is conducive to trespassers, squatting, vandalism, and potential for fire risk.

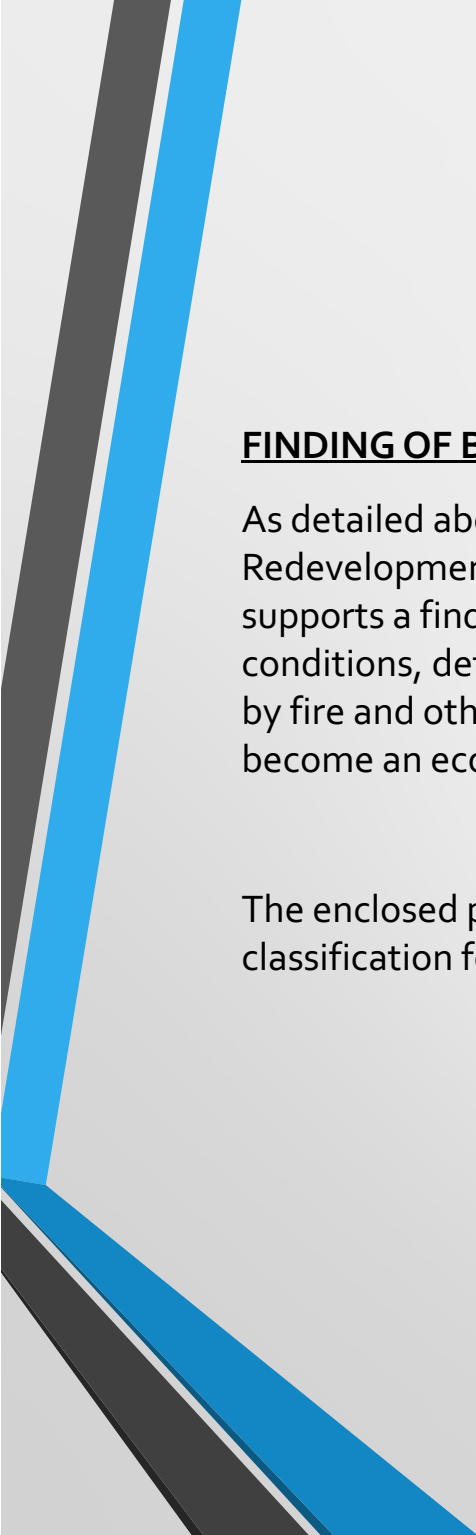
The property is a contributing structure within the Mid-town National Historical District and as such is an integral part of the district's identity. It contributes a great deal to the historic value, character, and overall fabric of the Historic Midtown Neighborhood. The concern of unsafe conditions, fire risk, and site deterioration could have a lasting effect on the surrounding district. As the Redevelopment Area ages without improvements or adaptive reuse, the building will degrade and require a growing investment in order to maintain the historic look. This is due to natural causes such as temperature fluctuation, humidity from non-conditioned HVAC, and exterior weather over time. Such deterioration would pose a negative effect on the surrounding neighborhood, over time would require such a building to be demolished and would be cost prohibitive for future adaptive reuse of the property; causing the Historic Midtown Neighborhood to lose one of its defining architectural landmarks. However, the Redevelopment would maintain the character of the building and allow it to continue to contribute to the district in a positive and additive way.

Menace to the Public Health, Safety, or Welfare

The Redevelopment of the property would provide a reprieve from many safety concerns while providing the district and local residents with the opportunity to retain one of its beloved landmarks.

- Reducing the potential for crimes such as trespass, vandalism, loitering, squatting, and other such activities that are often present with large vacant buildings.
- Increase public visibility in the district is a deterrent for such negative interactions not only on within the Redevelopment Area, but throughout the neighboring properties.
- Provide for social gathering and economic income into the district through low density commercial uses and exterior meeting areas.

The current condition of the building poses a threat to public safety, fire risk, and the character of a beloved district of Springfield. The preservation of the property ensures that these risk factors are addressed through additive interactions and the preservation of a centerpiece of the district.



FINDING OF BLIGHT

As detailed above, the current condition of the property in question demonstrates that the Redevelopment Area meets the definition of a "Blighted Area" as per Chapter 353, RSMo. The data supports a finding that the Redevelopment Area is blighted by details of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, become an economic or social liability, and constitutes a menace to the public.

The enclosed photos and descriptions are a few examples of the conditions that justify a blight classification for the Redevelopment Area in question.

West exterior Wall: architectural ridge and cap wear and tear over time. Unsightly and potentially causing water intrusion into the building.

Remediation: clean, repair if needed, and reseal



West exterior Wall: architectural ridge and cap wear and tear over time. Unsightly and potentially causing water intrusion into the building.

Remediation: clean, repair if needed, and reseal



West Exterior Wall: Stormwater not properly graded away from building causing the exterior wall to show signs of water intrusion.

Remediation: remove/repair and reseal



West Exterior Wall: close up of water intrusion into building.

Remediation: repair and reseal



West Exterior Wall: close up of water intrusion into building.

Remediation: repair and reseal



Interior Wall in flex space: wear and tear of building due to disuse and potential water intrusion.

Remediation: remove and repair



Interior Wall in flex space: wear and tear of building due to disuse and potential water intrusion.

Remediation: remove and repair



Interior Wall: wear and tear of building due to unoccupied and unconditioned space.

Remediation: remove and repair



Interior Wall: wear and tear of building due to unoccupied and unconditioned space.

Remediation: remove and repair



Playground: Potentially injury due to unsecured and unsupervised equipment.

Remediation: secure grounds and remove equipment



Basement: Water intrusion into the building.

Remediation: repair wall and moisture prevention



Equipment Room: Leaking equipment.

Remediation: repair drainage lines and cracked equipment drains



Kitchen: Water intrusion into the building.

Remediation: repair wall and moisture prevention



Kitchen: Water intrusion and wall damage.

Remediation: repair moisture prevention and repair wall



Connection Hallway: Warped wall and millwork finishes from unconditioned humidity

Remediation: Keep building conditioned and repair



Exterior Window: Wear on window seals allowing water intrusion.

Remediation: repair windows/seals and regrade ground drainage away from bldg



Exterior Window: Wear on window seals allowing water intrusion.

Remediation: repair windows/seals and regrade ground drainage away from bldg



Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



Exterior Siding Gaps: Gap in siding allowing rodents and birds access to building.

Remediation: repair siding where pulled away from building



Exterior Windows: Window Screens cut.

Remediation: Repair and provide activity to prevent in future.



Exterior Windows: Window Screens cut.

Remediation: Repair and provide activity to prevent in future.



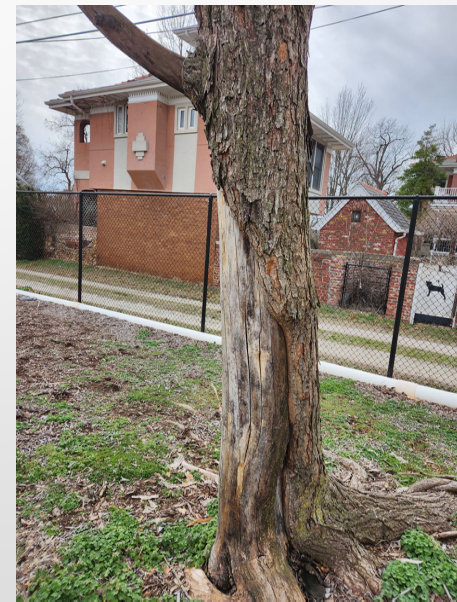
Exterior Landscaping: Unhealthy trees due to water runoff and maintenance concerns

Remediation: regrade, seed with grass, maintain tree trimming.



Exterior Landscaping: Unhealthy trees due to water runoff and maintenance concerns

Remediation: regrade, seed with grass, maintain tree trimming.



Exterior Downspout: no directional change
on downspout and clogged

Remediation: redirect away from building,
fill and regrade. Clear downspout blockage



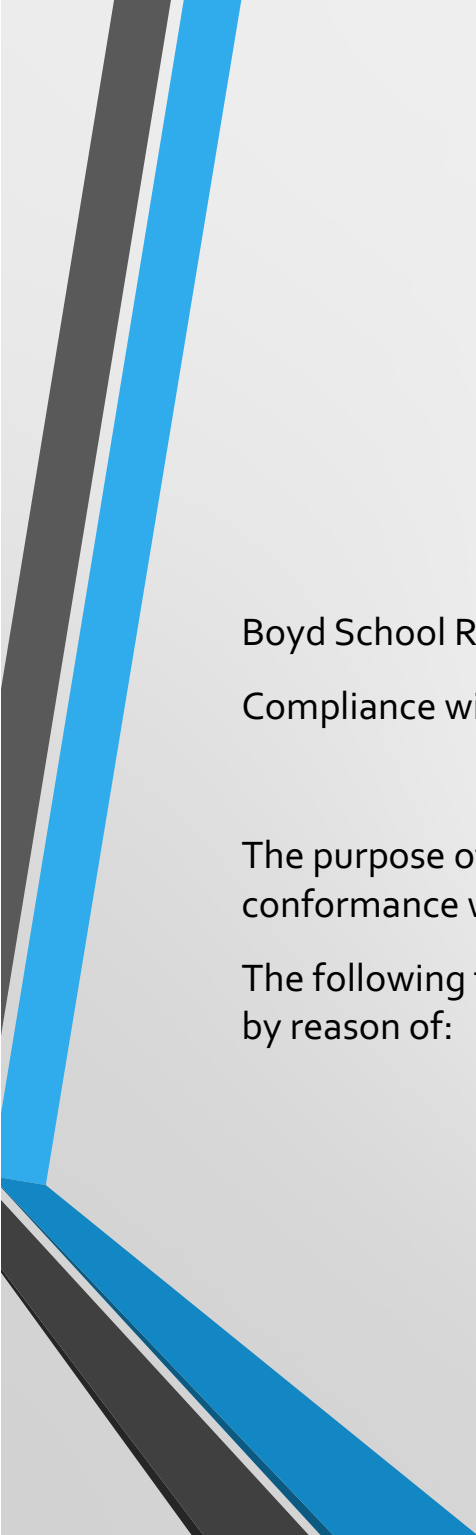


Exhibit 9: Comprehensive Plan Relationship

Boyd School Redevelopment Plan – 1409 N Washington, Springfield Missouri

Compliance with Forward SGF Comprehensive Plan

The purpose of the is document it to identify the contributing factors for discussion to justify the conformance with the Forward SGF Comprehensive Plan as adopted on 11/14/22.

The following factors will convey that the Redevelopment Plan conforms with the comprehensive plan by reason of:

Residential Neighborhoods – Center City Neighborhood (chap 5)

The Redevelopment Plan has been assigned within the Center City Neighborhood placetype under the comprehensive plan. This placetype is typically characterized by a diverse range of single-family homes with varying architectural styles. Supporting land uses include low-intensity multi-family residential and neighborhood commercial. This placetype also recommends preservation and adaptive reuse of neighborhood schools and surplus buildings, which are often well suited for these uses due to their size and layout.

The redevelopment area is located within a one to two block transition zone along N Benton Ave, where transitions from Center City Neighborhood to Institutional/Employment Center placetypes are assigned.

Under this classification the Redevelopment Plan utilizes the factors of:

- “Low-intensity neighborhood commercial uses” through the 3500 square feet of commercial space on the lower level. The primary commercial use will be permitted uses to include: restaurant, fitness, office, retail, daycare, community center, and churches. Additionally, the plan includes a small coffee shop.
- “Preservation and adaptive reuse of neighborhood schools”; the plan is adapting a historic 110-year-old school into medium density apartments.
- “Infill buildings maintain the architectural features common in the existing block”; the plan provides for the preservation of the existing design elements that are already present on the building.

Create and Expand Neighborhood Amenities (chap 7 1.1)

The Redevelopment Plan will provide improvements to the surrounding neighborhood by way of creating a social and economic hub and to expand the resident base within the district. The addition of a neighborhood hub, by way of creating commercial retail, encourages social connection and gathering through publicly accessible commercial/retail space, including a retail coffee shop.

The Comprehensive Plan mentions adaptive reuse of older and underutilized homes, industrial, or commercial buildings that are dispersed within or along the perimeter of neighborhoods should be supported as a strategy to support the development of neighborhood commercial hubs. Under the Redevelopment Plan this is achieved through Adaptive Reuse of the existing former school building into productive residential and low-intensity commercial uses.

Beautify Neighborhoods (chap 7 1.3)

The original building was built in 1911 with additions built in the late 80's and 2000's. Due to the age and unoccupied condition of the building, there are signs of rapid deterioration of the current improvements both interior and exterior. The Redevelopment Plan will repair these improvements to maintain the visual appeal of the building in the Midtown District. Additionally, the Redevelopment Plan maintains preexisting mature trees within the property boundary.

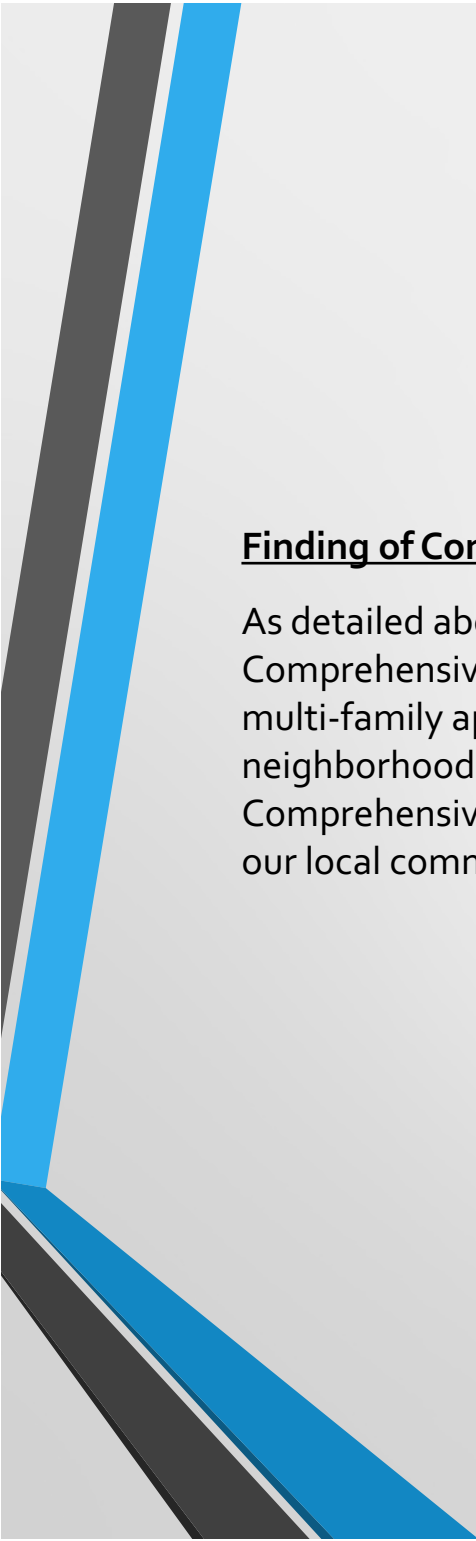
Support Context-sensitive Higher Density Development (chap 7 2.1)

The Redevelopment Plan Provides with an adaptive reuse of a pre-existing, and much beloved, building within the Midtown district. The Redevelopment plan provides to maintain the current character of the building while restructuring the use from school to apartments.

The Redevelopment plan supports the adaptive reuse of aging properties with higher density residential options that complement the scale and character of the surrounding neighborhood, as well as increased housing density and design intensity located in close proximity to neighborhood services and amenities. This is done through preserving the character of a historic building in order to help maintain the overall neighborhood character. While maintaining a proximity to neighborhood services and amenities such as: access to public bus routes, proximity to Washington and Silver Springs Parks, neighborhood sidewalks and walkways, proximity to public schools and education hubs (public library, Boyd Elementary, Central HS, and Drury University), health care, and multiple churches.

Increase Housing Diversity (chap 7 2.2)

The Redevelopment plan provide for a new type of residence in the Midtown district in with unique multifamily style lofts and provides additional options to the surrounding areas of the Commercial Street and Downtown districts through providing a creative story with upper class interior finishes.



Finding of Compliance with the Forward SGF Comprehensive Plan

As detailed above the proposed Redevelopment Plan fits within the City of Springfield's Forward SGF Comprehensive Plan. The highest and best use for the property in question is to use the property for multi-family apartments; while retaining the current character of the building and surrounding neighborhood. The Redevelopment Plan also exhibits the character of the Forward SGF Comprehensive Plan and is in keeping with the overall goals for the future of such aging landmarks in our local communities.



Exhibit 10: Urban Redevelopment Corporation Docs

- See the included document on separate letterhead.

Corporate and Entity Documents
For the
Boyd School Redevelopment Corporation

1409 N Washington, Springfield MO

February 8, 2023

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AGREEMENT OR ASSOCIATION

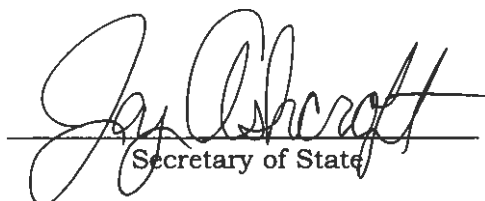
WHEREAS, Articles of Agreement or Association of

BOYD SCHOOL REDEVELOPMENT CORPORATION
RD001393997

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Urban Redevelopment Corporations Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Urban Redevelopment Corporations Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of October, 2022.


Secretary of State





JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

JOHN R. ASHCROFT
SECRETARY OF STATE
STATE OF MISSOURI

CORPORATIONS
(573) 751-4153

Dear Corporation:

Congratulations! We wish you every success in your new business enterprise, and are ready to assist you with any questions you may have regarding your corporate registration and filing your annual or biennial registration reports. By law, your initial Registration Report is due within thirty days from the date of incorporation or qualification (10/11/2022). A notice providing additional information on when and how to file this report will be mailed to your corporation's registered agent within the next few weeks.

Please note Authorized Farm Corporations and Family Farm Corporations, as defined by RSMo Section 350.010, are not required to file a Corporate Registration Report if no changes have been made since the corporation's Articles of Incorporation or most recently filed corporate registration report. See sos.mo.gov/business/corporations/familyfarms to find out if your corporation is exempt from filing.

You may file your registration report online 24 hours a day on our website at <https://bsd.sos.mo.gov/> for a fee of \$20 for an annual report or \$40 for a biennial report; you may also file the report in person or by mail for a fee of \$45 for an annual report or \$90 for a biennial report. This registration report must be filed within three months after your incorporation/qualification date to avoid late fees. **Failure to file this report will result in administrative dissolution of your corporation, and the inability to legally conduct business in Missouri. This corporation's first report is due by 1/31/2023.**

You may find our Outreach web page useful, as it lists and links to many agencies and organizations with which you may interact as a new business. Find it at www.sos.mo.gov/business/outreach/links.

Sincerely,

Secretary of State
Business Services Division
P. O. Box 778
Jefferson City, MO 65102
(866) 223-6535
www.sos.mo.gov

JAMES C. KIRKPATRICK STATE INFORMATION CENTER
600 W. MAIN STREET • JEFFERSON CITY 65101

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ARTICLES OF AGREEMENT
Of
BOYD SCHOOL REDEVELOPMENT CORPORATION

KNOW ALL MEN BY THESE PRESENT, that the undersigned, being a natural person of the age of twenty-one (21) years or more, for the purpose of forming a corporation under the Urban Redevelopment Corporations Law, Sections 353.00 et seq., of the Missouri Revised Statutes (the "Act"), hereby adopt the following Articles of Agreement:

ARTICLE I
NAME OF CORPORATION

The name of the corporation (hereinafter "the *Corporation*") shall be the BOYD SCHOOL REDEVELOPMENT CORPORATION.

ARTICLE II
PURPOSES

The purposes for which the Corporation is formed are:

- A. To acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with the provisions of Chapter 353 of the Act.
- B. Clearance, re-planning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto.
- C. To engage in any lawful act or activity for which corporations may be organized under the Act, including those powers, rights and privileges set forth in the general corporation laws, except where such provisions are in conflict with the provisions of the Act.
- D. To prepare and submit to all applicable governmental authorities, including the City of Springfield, Missouri ("*City*"), a development plan (the "*Redevelopment Plan*") for redevelopment of certain property located in the City (the "*Redevelopment Area*") and to acquire, redevelop, own, maintain and sell such real property.

It is the intention that each of the purposes specified hereinabove shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms contained therein or any other paragraph. The enumeration of specific purposes shall not be construed to restrict in any manner the general objects and purposes of this Corporation, nor shall the expression of one thing be deemed to exclude another.

ARTICLE III
CAPITAL STOCK

The aggregate number of shares which the Corporation shall have the authority to issue is 100, all having a par value of \$1.00 each, and all of which are of one class and are designated as common stock.



All shares shall have equal rights and powers and there are no pre-emptive rights of shareholders with respect to any shares issued or to be issued by the Corporation.

ARTICLE IV
OFFICES

A. The registered office of the corporation in the State of Missouri shall be located at 2144 E. Republic Road, Suite B 300, Springfield, MO 65804. The name of the registered agent at such address shall be Spenserv-Springfield, Inc.

B. The principal business office of the corporation is to be located at 1324 W. Warren Ave, Ozark, Missouri 65721.

ARTICLE V
DURATION

The duration of the Corporation shall be ninety-nine years.

ARTICLE VI
BOARD OF DIRECTORS

The number of Directors to constitute the Board of Directors of the Corporation shall be three. The names and post office addresses of the members of the Board of Directors for the first year are:

Matthew Blevins
1324 W. Warren Ave
Ozark, Missouri 65721

Kyle Cook
2394 Robertson Mill Way
Nixa, Missouri 65724

Jessica Blevins
1324 W. Warren Ave
Ozark, Missouri 65721

The number of Directors to constitute subsequent Boards of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation, but shall be no less than three (3) or more than thirteen (13).

ARTICLE VII
SUBSCRIBER

The name and post office address of the subscriber to these Articles of Agreement is:

Shelby D. Wood
2144 East Republic Road, Suite B300
Springfield, MO 65804

ARTICLE VIII
INCOME DEBENTURE CERTIFICATES

In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them; and any such income debenture may be retired as and when there shall be funds available in the treasury of the Corporation from the receipt of amortization or sinking fund in installments for that purpose. Interest shall not be paid by the Corporation upon such income debenture certificates in excess of nine percent (9%) per annum.

ARTICLE IX
PROFIT RESTRICTION

The Corporation has been organized to serve a public purpose; all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, and the stockholders of the Corporation shall when they subscribe to and receive the stock thereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to such Corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; provided, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- A. All costs and expenses of maintenance and operation;
- B. Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- C. An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty years from the date of completion of the project.

However, pursuant to §353.150.4 of the Act, should any purchaser of property from the Corporation not desire that the property continue under any approved redevelopment plan, or if the legislative authority of the relevant municipality refuse to grant tax relief to the property, the property may be owned and operated free from the conditions, restrictions or provisions of the Act, including the profit restrictions referred to above.

ARTICLE X
CORPORATE DEBTS

The private property of the shareholders shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE XI
BYLAWS

The Board of Directors may make, alter, and repeal the Bylaws of the Corporation.

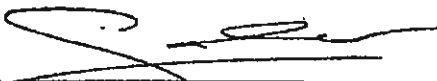
ARTICLE XII
INDEMNIFICATION

The Corporation shall indemnify and protect any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee, member, manager, or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

ARTICLE XIII
INTERESTED PARTIES

Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the Bylaws of the Corporation, no contract or other transaction between this Corporation and any other person or entity shall be affected or invalidated solely by reason of the fact that any director or officer of this Corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this Corporation, individually or jointly with one or more other directors or officers of this Corporation, may be a party to, or may be interested in, any contract or transaction of this Corporation or in which this Corporation is interested, and no such contract or transaction shall be invalidated thereby.

IN WITNESS WHEREOF, I have executed this instrument on this 7th day of October, 2022.



SHELBY D. WOOD, *Subscriber*

Exhibit 11: PD 384

- See the included document on separate letterhead.

Requirements and Standards Applicable to Planned Development No. 384

Adopted by the Springfield City Council on April 17, 2023
by General Ordinance 6783

A. APPLICATION

Building or other permits may not be issued for development permitted by this Planned Development nor can any changes be made to this property until the Final Development Plan has been approved in the manner described at the end of this exhibit.

B. INTENT

The subject property contains an existing school building – Boyd Elementary. The intent of this Planned Development is to repurpose the existing school building with more intense uses than the existing single-family residential zoning allows. The development will permit multifamily residential dwellings and other nonresidential uses while limiting expansions to the existing structure or new construction on site.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance.

D. USES PERMITTED

The following uses are permitted:

1. Accessory uses, as permitted by Section 36-450, Accessory structures and uses, of the *Zoning Ordinance*.
2. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
3. Community centers, nonprofit.
4. Community gardens without retail or wholesales on-site in accordance with the performance standards of Section 36-470, Community gardens, of the *Zoning Ordinance*.
5. Day care centers in accordance with Springfield City Code.
6. Eating and drinking establishments use group, excluding motor vehicle drive-in, pick-up window, or drive-thru facilities.
7. General office use group, excluding banks and financial institutions with automatic teller machines and drive-thru facilities.
8. Multifamily dwellings and multifamily condominiums.
9. Personal services use group.
10. Residential uses, including short-term rental type.
11. Retail sales use group, excluding convenience stores with gas pumps, pawn shops, and vape shops.
12. Short-term rental type 3 in accordance with Section 36-473, and subject to the conditions in subsection 36-453 (2) (b) or (i), if applicable.

13. Temporary uses, as permitted by Section 36-453, Temporary uses, of the *Zoning Ordinance*.

E. USE LIMITATIONS

1. No motor vehicle drive-in, pick-up window, or drive-thru facilities will be permitted within this district.
2. All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited within this district.
3. All marijuana-related uses shall be prohibited within this district.
4. All bar, night club, overnight shelter, transitional service shelter, and soup kitchen uses shall be prohibited within this district.
5. All activities and permitted uses, except off-street parking and loading facilities, eating and drinking establishment outdoor dining areas, daycare activities, and residential activities shall be conducted entirely within a completely enclosed building.
6. Hours during which any nonresidential use is open to the public shall be limited to a daily period extending from 6:00 a.m. to 10:00 p.m.
7. Expansions of the existing building and new construction of accessory structures shall not exceed 20 percent of the existing floor area of the principal structure, or 1,000 square feet, whichever is less. Such expansions or new construction must be approved with a Final Development Plan in the manner described at the end of this exhibit.
8. In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure can be restored at the same location and within the same footprint and height, using similar materials and appearances of the existing structure, or it shall thereafter conform to the regulations for the R-SF, Single-family residential district and the property shall not continue to be used for the uses permitted by the provisions of this district.
9. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the *Zoning Ordinance*.
10. No use shall emit an odor that creates a nuisance as determined by the Springfield City Code.
11. No new buildings or structures shall be constructed on-site except as allowed by items (7) and (8), above.

F. INTENSITY OF DEVELOPMENT

Development within this district shall adhere to the following standards:

1. The maximum number of multifamily dwelling units shall not exceed 24 units (equal to 16 dwelling units per acre).
2. The maximum square footage of all nonresidential uses shall be limited to 3,500 square feet.

G. BULK, AREA AND HEIGHT REQUIREMENTS

All existing buildings are to remain without changes to their bulk, area, or height.

H. DESIGN REQUIREMENTS

Exterior materials and architectural detailing of the existing building which are to be preserved are inclusive of, but not limited to, the following:

1. Plinth-level stone masonry is to be preserved in its entirety. Mortar joints shall be tuck pointed as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied to this masonry.
2. Brick masonry is to be preserved in its entirety. Mortar joints shall be tuck pointed as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied to this masonry.
3. The pilasters flanking the east entry of the building are to be preserved in their entirety, including pedestals, shafts, and capitals. Aesthetic touch-ups shall be applied as determined by the architect of record. All touch-up work shall match the existing color and texture.
4. Existing fenestration shall remain unchanged in all possible locations. In instances of damaged units or substandard thermal/acoustical performance, replacements shall be made of the same size, material, finish, color, hardware, and trim as the original. Architectural accents and decorative elements at the east entry are to remain unchanged unless deemed necessary by the architect of record or structural engineer of record. In instances of recommended replacements, all new materials shall be of the same size, material, finish, color, and trim as the original.
5. Cornices are to be preserved in their entirety. Touch-ups shall be conducted as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied. All touch-up work shall match the existing color and texture of such features.
6. Existing signage is to be preserved in its entirety. The banner/marquee signage reading 'MARY S. BOYD SCHOOL' along the east façade, the '1911' crest signage, and the 'BOYD ELEMENTARY' monument sign shall be preserved entirely.
7. The accent columns along the south property line are to be preserved in their entirety.



I. OPEN SPACE, LANDSCAPING & SCREENING

Open space, landscaping and screening requirements shall not apply to the existing buildings and parking lots. If new parking is constructed, then the following language applies to the new parking area only.

The landscaping and screening provisions are intended to improve the physical appearance of the district; to improve the environmental performance by contributing to the abatement of heat, glare, and noise, and by promoting natural percolation of stormwater and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Open space requirements – the following standards shall apply:
 - a. Minimum open space: Not less than 20 percent of the total lot area shall be devoted to open space, including required yards and bufferyards, unless modified in accordance with subsection 36-482 (15) of the *Zoning Ordinance*. 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.
 - b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total lot area unless modified in accordance with subsection 36-482 (15) of the *Zoning Ordinance*.
2. Bufferyards – the following shall apply:
 - a. North property line: A bufferyard five feet wide and containing one (1) canopy tree, three (3) understory or evergreen trees, and six (6) shrubs for every 100 linear feet of length, except where pavement currently exists, shall be installed. This shall include a six-foot wood privacy fence, masonry/brick wall, or evergreen hedge as a form of screening.
 - b. West property line: A bufferyard five feet wide and containing four (4) understory or evergreen trees and six (6) shrubs for every 100 linear feet of length, except where pavement currently exists, shall be installed. This shall include a six-foot wood privacy fence, masonry/brick wall, or evergreen hedge as a form of screening.
 - c. There are no bufferyards required along the east or south property lines of the subject property.
3. Vehicular use areas – the following shall apply:
 - a. Perimeter landscaping:
 - i. N. Washington Avenue: Perimeter landscaping shall be required to the north and south of the existing access point to N. Washington Avenue, at the northeast corner of the subject property. Plantings shall include one (1) understory or evergreen tree and two (2) shrubs on both sides of this access drive.
 - ii. E. Lynn Street: Perimeter landscaping shall be required except where pavement currently exists. An open space strip at least five feet in width shall be created to the east of the existing access point to E. Lynn Street, where plantings and screening shall be installed. In addition, the existing landscaping at the southeast corner of the subject property shall be kept and maintained.
 - b. Interior landscaping: The requirements and standards of subsection 36-482 (9) (a) of the *Zoning Ordinance* shall apply to all new parking areas.
4. Tree survey – the following shall apply:
 - a. A survey of existing trees shall be submitted with the Final Development Plan. If any tree on the survey larger than twelve inches in diameter is removed, then such tree shall be replaced with two trees of the same or similar species.
5. Screening and fencing – the following shall apply:

- a. The requirements and standards of Section 36-480 of the *Zoning Ordinance* shall apply. Screening, meeting the requirements for off-street parking, shall be provided along the southwest parking area. Screening shall also be provided between the parking spaces to the east and west of the driveway entrance onto E. Lynn Street, where none currently exists. Parking lot screening shall also be provided along the alleyway where new parking is proposed.

J. EXTERIOR LIGHTING

The requirements and standards of Section 36-484 of the *Zoning Ordinance* shall apply. The existing exterior lighting will be reduced where possible, or be converted to downfacing fixtures to minimize light spillover onto any adjacent properties at the time of development.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification. The existing north parking lot shall be modified by removing the two parking spaces located at its northeast corner, where a conflict with the drive aisle currently exists.

L. OFF-STREET PARKING

Sections 36-455, 36-456, and 36-483 of the *Zoning Ordinance* shall apply, except that the bicycle parking reduction allowance may be increased to allow up to 20 percent of the required automobile parking to be substituted with bicycle parking at the same rate and in compliance with all other requirements of the *Zoning Ordinance*.

M. SIGNS

Signage shall be limited to one (1) monument sign with a maximum height of five (5) feet and a maximum sign area of 20 square feet, and wall signs on facades which front a public street not to exceed 10 percent of such façade's square foot area. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by a Conditional Use Permit approved by City Council. All other requirements and standards of Section 36-454 of the *Zoning Ordinance* shall apply.

N. REQUIRED IMPROVEMENTS

A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of this study shall be incorporated in a site plan, Public Improvement Project, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of the Public Works Design Standards. Any necessary improvements that are identified in the traffic study

shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The site shall remain as one lot owned and maintained by one entity.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the district as a whole and the adjoining area are completed in a sequence assuring full utility of the district as a whole and all areas within the district and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

A Final Development Plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. Development in this district shall be in accordance with the approved Final Development Plan.

1. A Final Development Plan shall only be approved if it is in substantial conformance with Exhibits 1 and 2 as defined by subsection 36-405 (9) (c) of the *Zoning Ordinance*.
2. The Final Development Plan shall be submitted to the Administrative Review Committee for final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - a. Any uses within the district other than those specifically prescribed by the ordinance.
 - b. Any increase in the intensity of use permitted within the district.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: 353 Redevelopment Agreement

Date of Document: _____, 2023

Grantor: City of Springfield, a municipal corporation

Grantee: Boyd School Redevelopment Corporation
1324 W Warren Ave
Ozark, MO 65721

Legal Description: See Exhibit A attached hereto.

Please return recorded document to: City of Springfield
Economic Vitality Department
P.O. Box 8368
840 N. Boonville Ave.
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached 353 Redevelopment Agreement and the provisions of this cover page, the attached 353 Redevelopment Agreement shall prevail and control.

353 REDEVELOPMENT AGREEMENT
BETWEEN
BOYD SCHOOL REDEVELOPMENT CORPORATION
AND
CITY OF SPRINGFIELD, MISSOURI
FOR THE BOYD SCHOOL REDEVELOPMENT AREA

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EXHIBITS

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Development Plan

353 REDEVELOPMENT AGREEMENT

THIS 353 REDEVELOPMENT AGREEMENT (this “**Agreement**”), is being entered into this ____ day of _____, 2023, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and BOYD SCHOOL REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo. (“**The Urban Redevelopment Corporations Law**”), with a mailing address of 1324 West Warren Avenue, Ozark, Missouri 65721.

W I T N E S S E T H:

WHEREAS, on or about _____, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a Redevelopment Project (as defined in Section 3 hereof) in the City of Springfield, Greene County, Missouri, on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on _____, 2023, the City Council of Springfield, Missouri passed Special Ordinance _____ (the “**Ordinance**”), which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan.

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

1. Items Incorporated in this Agreement. The provisions of the Ordinance; the provisions of the Development Plan, which is attached hereto as Exhibit B, and a copy of which is on file at the office of the City Clerk; and the provisions of Chapter 353, RSMo., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.
2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A, which is attached hereto and incorporated herein by reference.
3. Development Improvements. In accordance with the terms and conditions of the Development Plan and this Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to the Ordinance and the Development Plan. The Redevelopment Area is located at 1409 North Washington Avenue. The Development Plan proposes to rehabilitate and adaptively reuse the former Boyd Elementary School as a multi-family residential and neighborhood commercial mixed-use development containing a mixture of 17 studio, one-bedroom, and two-bedroom dwelling units as well as up to 3,500 square feet of space for low-intensity neighborhood commercial uses (the “**Redevelopment Project**”).

4. Time Schedule. Blight removal and construction of the Redevelopment Project shall commence and be completed no later than the dates set below:

a. Property Acquisition: Boyd Lofts LLC, a Missouri limited liability company that is registered to transact business in the State of Missouri (the “**Company**”), will own the real property and improvements located in the Redevelopment Area. Developer will acquire such property and improvements from the Company on or before December 31, 2025.

b. Blight Removal and Redevelopment: Blight will be removed, and the Redevelopment Area will be redeveloped and used in accordance with the approved Development Plan. All blight removal and redevelopment activities shall be complete for the Redevelopment Area on or before December 31, 2025, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment, and if such failure continues for a period of two (2) years, then Developer’s rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. No buildings will be demolished.

6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.

7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project which it owns or controls insofar as the City is concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Project during regular business hours with at least 24 hours prior notice, except in case of an emergency. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer’s control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Project, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development in accordance with any City code requirements, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement.

- a. First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the “**Ten-Year Term**”) except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area (the “**Unabated Taxes**”). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Project.

Notwithstanding the tax abatement provided for in Section 353.110, RSMo., so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term, the Developer, the Company, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“PILOT Payments”) in an amount equal to a) the amount of ad valorem taxes that were due during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area, less the Unabated Taxes, or b) \$1,245.15, whichever is greater. The Developer shall make such PILOT Payments to the Greene County Collector of Revenue (“Collector”) by December 31st of each calendar year. Pursuant to Section 353.110, RSMo, the Collector shall allocate all revenues received from such PILOT Payments among all taxing authorities whose property tax revenues are affected by the abatement on

the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

- b. Subsequent Fifteen Years. After the Ten-Year Term above-described, and for the next ensuing period of fifteen (15) years, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of fifteen (15) years, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.
- c. Full Assessment-Election to Opt Out After Completion. After the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and to payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

Pursuant to section 353.110.2, RSMo, if at any time after the completion of the Redevelopment Project and prior to the expiration of the twenty-five (25) year period addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Project, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

- d. Abatement Contingent on Compliance With Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's material compliance with the Development Plan and this Agreement, and

shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.
10. Earnings Limitation.
 - a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Project, during the period of the tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Project, including the cost of the land or the balance of such total cost of the Redevelopment Project as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:
 - i. all reasonable costs and expenses of maintenance and operation;
 - ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and
 - iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Project at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Project.
 - b. Cost of Redevelopment Project. The “**cost of the Redevelopment Project**,” as said term is used in this Agreement, means those costs attributable to planning, developing, constructing, and equipping the improvements in the Redevelopment Project, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys’ fees, and loan costs and expenses.

- c. Allowable Uses of Surplus Earnings - Accounting to City Therefore. Surplus earnings of Developer derived from the Redevelopment Project, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:
- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
 - ii. to accelerate the amortization payments;
 - iii. for enlargement of the Redevelopment Project; or
 - iv. for a reduction in rentals therein.

At the termination of the twenty-five (25) year tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants reasonably acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

- d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation, the earnings derived from the Redevelopment Project shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.
11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or

preference, during any dividend year, unless there shall exist at the time of such payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, in Developer's reasonable discretion, according to recognized standard accounting practices.

13. Sale or Disposition of Project Property.

- a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Development Plan and this Agreement, including compliance with all provisions of this Agreement. However, if such real property shall be used for a purpose different than that described in the Development Plan and this Agreement, or if the purchaser does not desire the property to continue under the Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.
- b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to receive the development rights and tax abatement granted by this Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

14. Assignment of Development Plan. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term “**Developer**” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (“**Council**”) by ordinance, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, any assignment to an affiliate of the Developer under the same ownership and control (an “**Affiliate Transfer**”) shall not require prior Council approval. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.
15. Breach - Failure to Comply. If Developer does not materially comply with the provisions of this Agreement, including the provisions of the Development Plan not inconsistent with this Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, and subject to all notice, grace, and cure periods and provisions, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by the City Manager, the Council may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Development Plan or of this Agreement.
16. Excusable Delays. Notwithstanding any provisions of this Agreement or the Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, pandemics, formally declared emergencies, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of

performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, conditioned, or delayed, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Development Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and a reasonable opportunity to cure such material default, including any additional time as is reasonably necessary if the default is of such a nature it cannot be cured within thirty (30) days after receiving notice and the Developer is diligently working to cure such default, terminate this Agreement, including the Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing tax abatement as provided in Section 8 of this Agreement. Upon such termination, the City Attorney shall commence such proceedings in the appropriate court to terminate the tax abatement.
18. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

Springfield City Manager
840 Boonville Avenue
Springfield, MO 65802

With a copy to:

Springfield City Attorney
840 Boonville Avenue
Springfield, MO 65802

To the Developer:

Boyd School Redevelopment Corporation
1324 West Warren Avenue
Ozark, MO 65721

With a copy to:

Spencer Fane, LLP
2144 E. Republic Rd, Ste B300
Springfield, MO 65804

Attn: Shelby Wood

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this

Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Agreement becomes effective on the effective date of the Ordinance or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Development Plan to commence construction of any buildings or improvements in said Redevelopment Project pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Agreement shall terminate and become null and void.
21. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.
22. Recording. This Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.
23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Project in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Development Plan and this Agreement to an unrelated party and said assignment is approved by ordinance pursuant to Section 14 of this Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.
24. Interpretation. In the event of any conflict between the terms of the Development Plan and this Agreement, the terms of this Agreement shall prevail.
25. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.
26. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
28. Conflicts. No salaried officer or employee of the city, and no member of the City Council or the Corporation 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. Developer 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. Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Developer.
29. Jurisdiction. This agreement and every question arising hereunder shall be construed and determined according to the law 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.
30. Discrimination. Developer 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 Developer 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. This Developer 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. This Developer 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.
31. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Developer is associated with a business entity, Developer shall provide a notarized affidavit acceptable to the City stating that the associated

business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Developer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

32. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Developer must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Developer 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.

33. Nonresident/Foreign Consultants. Developer shall procure and maintain during the life of this Agreement:

- a. If Developer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

34. General Independent Consultant Clause. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Developer will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Developer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Developer's activities and responsibilities hereunder. The Developer agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Developer and the City, and the City will not be liable for any obligation incurred by the Developer, including but not limited to unpaid minimum wages and/or overtime premiums.

35. City Benefits. Developer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
36. Liability and Indemnity. The parties mutually agree to the following:
- a. In no event shall the City be liable to the Developer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Agreement.
 - b. Developer shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Developer arising out of or in any way connected with this Agreement.
 - c. Developer shall indemnify and hold the City harmless from all wages or overtime compensation due Developer's employees in rendering services pursuant to this Agreement, including payment of reasonable and documented attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
37. Attorney Fees. In the event of any litigation arising from breach of this Agreement where a court of competent jurisdiction finds the Developer to be liable, the City shall be entitled to recover from the Developer all reasonable and documented costs incurred for such litigation, including staff time, court costs, reasonable and documented attorney fees, and all other reasonable related expenses incurred in such litigation.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

ATTEST:

Anita Cotter, City Clerk

Approved as to form and legality:

Rhonda Lewsader, City Attorney

BOYD SCHOOL REDEVELOPMENT CORPORATION

By: _____

Print Name: _____

Its: _____

ATTEST:

Print Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the Boyd School Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Tract 1:

ALL OF LOTS TWENTY-ONE (21), TWENTY-TWO (22) AND TWENTY-THREE (23) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Tract 2:

ALL OF LOT TWENTY-FOUR (24) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B
DEVELOPMENT PLAN



EXPLANATION TO COUNCIL BILL 2023-130 (HORTON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acre of property generally located at 504 East Norton Road from R-SF, Single-family residential district, to R-MD, Medium-density multifamily residential district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 504 E. Norton Road; Z-12-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-12-2023

The applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone the subject property in order to permit the construction of a small office and storage space to be used as a donation drop-off center serving the existing transitional service shelter located to the west of this property. This rezoning request is accompanied by an updated Conditional Use Permit application covering the entirety of the proposed transitional service shelter (Conditional Use Permit No. 473).

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone this property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This rezoning request is accompanied by Conditional Use Permit No. 473, which would permit the expansion of the foundation's site along E. Norton Road to include a donation drop-off center (refer to CUP No. 473's staff report for details).

2. The subject property is located within the Mixed Residential Placetype. As described in Chapter 5, Land Use & Development, of the Comprehensive Plan, this placetype primarily contains higher-density single-family attached and multifamily residential dwellings while encouraging certain supporting land uses which complement this residential base, including parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship, and low-intensity neighborhood commercial uses. The R-MD district, as requested by the applicant, is the second-most-intense residential district in the City, permitting residential densities up to 29 dwelling units per acre. This district also supports other nonresidential land uses which complement or enhance its residential character, including places of worship, community gardens, noncommercial and non-profit neighborhood facilities, and elementary or secondary schools. Based on these criteria, staff has determined that the R-MD district is in general alignment with the Comprehensive Plan's objectives for the Mixed Residential Placetype.

3. As far as staff is aware, there are no changed or changing conditions in the area of the proposed rezoning which make the request necessary. The applicant has acquired the subject property with the intent of expanding the foundation's services at this location.

4. The range of uses permitted within the R-MD district are generally compatible with those permitted on other property in the immediate vicinity of the proposed rezoning. The zoning district makeup of the area includes the R-SF, R-LD, R-MD, and R-HD districts, all of which primarily permit residential uses of varying forms and densities with allowances for certain complementary nonresidential uses, some of which require the approval of a Conditional Use Permit.

5. Per the reviews provided by City Utilities and Environmental Services – Wastewater Services, the subject property is currently served by all utilities and sewer/water facilities.

6. Per the review provided by Public Works – Traffic, City staff does not anticipate a significant increase in the volume of vehicular or pedestrian traffic as a result of this rezoning, nor have they noted any concerns regarding the safety of traffic in this area as a result of the approval of this rezoning.

7. This rezoning has not been requested in order to correct an error in the application of the Zoning Ordinance.

8. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, R-SF, would allow for the construction of a new detached single-family dwelling, or any of the other permitted uses noted in Section 36-380 of the Land Development Code.

Submitted By: Kyle McGinnis, Senior City Planner



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. Z-12-2023_ord
 2. Z-12-2023_exhA
 3. Z-12-2023_exhB
 4. Z-12-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-130

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.85 acre of property generally located at 504 East Norton Road
4 from R-SF, Single-family residential district, to R-MD, Medium-
5 density multifamily residential district; and adopting an updated
6 Official Zoning Map. (Staff and Planning and Zoning Commission
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 504 East Norton Road from R-SF, Single-family residential district,
12 to R-MD, Medium-density multifamily residential district; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application, which is attached hereto and incorporated herein by
21 this reference as "Exhibit C;" and
22

23 WHEREAS, proper notice was given of a public hearing before City Council, and
24 said hearing was held in accordance with the law.
25

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from R-SF, Single-family
31 residential district, to R-MD, Medium-density multifamily residential district. Springfield
32 Land Development Code, Section 36-306, 'Official zoning map and rules for
33 interpretation,' is hereby amended, changed, and modified consistent with this

Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning maps and rules of interpretation.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-12-2023

ALL OF THE WEST 125 FEET OF THE FOLLOWING:
ALL OF THE FOLLOWING DESCRIBED LAND LYING NORTH OF INTERSTATE
HIGHWAY 44: BEGINNING FORTY (40) RODS WEST OF THE NORTHEAST
CORNER OF THE EAST HALF (E 1/2) OF LOT ONE (1), NORTHWEST QUARTER
(NW 1/4) OF SECTION ONE (1) TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-
TWO (22); THENCE SOUTH 64 RODS; THENCE WEST 19.4 RODS; THENCE
NORTH 64 RODS; THENCE EAST 19.4 RODS TO THE POINT OF BEGINNING IN
THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. SAID PROPERTY
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF LOT ONE (1) OF THE
NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 29N, RANGE 22W,
THENCE NORTH 89°38'47" WEST 855.79 FEET ALONG THE NORTH LINE OF LOT 1
OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 1; THENCE LEAVING
SAID NORTH LINE SOUTH 00°21'13" WEST, 24.59 FEET TO THE SOUTH RIGHT OF
WAY LINE OF NORTON ROAD; THENCE SOUTH 02°20'09" WEST, 293.98 FEET TO
A 1/2" REBAR BEING ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44;
THENCE NORTH 89°28'02" WEST ALONG SAID NORTH RIGHT OF WAY LINE,
125.88 FEET TO A 5/8" REBAR; THENCE LEAVING SAID NORTH RIGHT OF WAY
LINE NORTH 02°29'33" EAST, 293.43 FEET TO THE SOUTH RIGHT OF WAY LINE
OF NORTON ROAD; THENCE SOUTH 89°39'46" EAST ALONG SAID SOUTH RIGHT
OF WAY LINE, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36,824
SQUARE FEET (0.85 ACRES). ALL LYING IN GREENE COUNTY, MISSOURI.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-12-2023

504 East Norton Road

Applicant: Good Samaritan Boys Ranch Foundation

Mr. McGinnis stated that this is a request to rezone approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This case comes before the Commission concurrently with Conditional Use Permit No. 473. He also noted that the city would not support the Conditional Use Permit without the rezoning

Mr. Knuckles asked about the separate tracts (one or three tracts of land).

Mr. McGinnis stated that it is three separate addresses and two separate properties and noted that they can develop as long as they provide a cross access easement and will be sharing a drive with the existing transitional service shelter and will not provide a new drive to East Norton Road.

Mr. Jobe opened the public hearing.

Mr. Bill Woody, 1736 E. Sunshine, architect and noted the disrepair of the buildings and vegetation overgrowth and conducted a neighborhood meeting and no one attended. They stated that they had a tree survey and will remove a few of the trees, but will try to retain the elm, maple and walnut trees and will add a privacy fence on the east side.

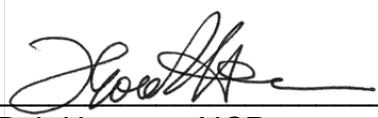
Mr. Colby Wallace, 2018 N. Roosevelt Avenue and represents the Good Samaritan Boys Ranch and would like to build a donation center (small warehouse) and some offices and this would be a world of opportunity for youth aging out of foster care.

Commission members expressed their gratitude for the Boys Ranch and noted that it will be success for kids who have grown up in challenging situations.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Z-12-2023 (504 East Norton Road).
Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed within a rectangular box. A horizontal line extends from the right side of the box.

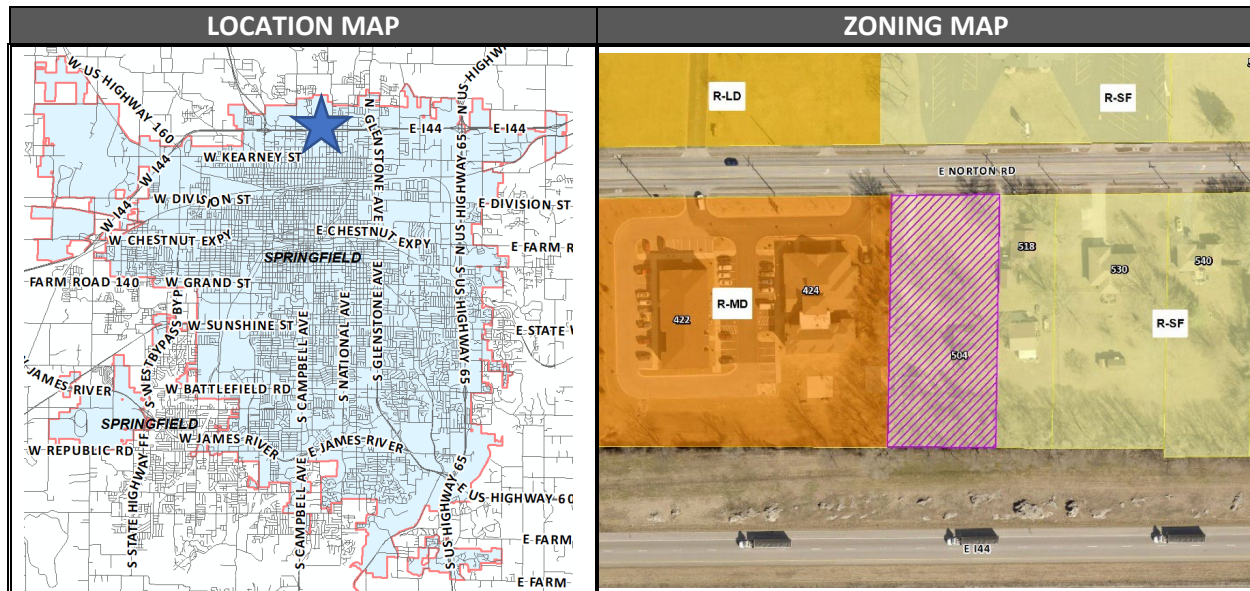
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-12-2023
Location:	504 E. Norton Road
Total Acres:	0.85 acres
Applicant:	Good Samaritan Boys Ranch Foundation
Existing Land Use:	Unoccupied single-family dwelling
Neighborhood Meeting:	April 20, 2023
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Senior Planner Kyle McGinnis, (417) 864-1615
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-12-2023. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

This property was zoned R-SF, Single-family residential district in 1995 as part of the City-wide remapping which was approved at that time via General Ordinance No. 4494, and it has maintained this single-family residential zoning since that time.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

DEVELOPMENT REVIEW STAFF REPORT

7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL DISTRICT
Use Limitations	(4) (a) Single-family detached and single-family semi-detached dwellings are not permitted unless they exist at the time the district is mapped. (4) (b) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (4) (c) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code.
Minimum Lot Size	(5) (a) Minimum lot area: 1. Each townhouse on a separate platted lot: 2,000 square feet. 2. Existing single-family detached dwellings: 5,000 square feet. 3. Duplexes: 5,500 square feet. 4. Existing single-family semi-detached dwellings: 3,750 square feet. 5. All other uses: 8,250 square feet. (5) (b) Minimum lot width: 1. Each townhouse on a separate platted lot: a. End lots: 30 feet. b. Interior lots with driveway in front yard: 26 feet. c. Interior lots without driveway in front yard: 20 feet. 2. Existing single-family semi-detached dwelling units: 30 feet. 3. All other uses: 45 feet. (5) (c) Minimum lot depth: 1. Each townhouse on a separate platted lot: 75 feet. 2. All other uses: 100 feet.
Maximum Height	(6) (a) Maximum structure height: 1. Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Bulk Plane	(6) (a) Maximum structure height: 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any

DEVELOPMENT REVIEW STAFF REPORT

	multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Minimum Yard Requirements	(6) (b) Minimum yard requirements: 1. Front yard: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. b. Fifteen feet along a street classified as a local street or as required by Section 36-453 (garages shall be set back a minimum of 20 feet). 2. Side yards: Six feet or as required by Section 36-453, provided that no side yard is required for any building that has a common wall on a lot line. 3. Rear yard: Ten percent of the lot depth but may not be less than ten feet, nor will more than 20 feet be required.
Minimum Open Space	(6) (c) Minimum open space: Not less than 20% of the total lot area shall be devoted to open space including required bufferyards 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. (6) (d) Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total lot area unless modified in accordance with subsection 36-482 (15).
Maximum Density Requirements	(7) The maximum density shall be 1,500 square feet per dwelling unit provided the requirements of subsection 36-303 (22) are met. Density for property zoned after August 27, 2007, will be limited to 11 dwelling units per acre except when additional density is authorized in accordance with Section 36-407, CO – Conditional Overlay District.
Design Requirements	(8) (a) A site plan meeting the requirements of Section 36-330, Zoning administration, shall be submitted and approved for all uses except improvements to existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (b) A plot plan meeting the requirements of subsection 36-331 (3) shall be submitted and approved for

DEVELOPMENT REVIEW STAFF REPORT

	improvements to all existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (c) A landscaping plan meeting the requirements of Sections 36-482, Landscaping and bufferyards, and 36-483, Off-street parking and loading area design standards, shall be submitted and approved for all uses except improvements to existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (d) Off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with Section 36-480, Screening and fencing. (8) (e) Storage of maintenance or other equipment incidental to any permitted or conditional use except for existing single-family detached, duplex, and single-family semi-detached dwellings shall be screened from view in accordance with the provisions of Section 36-480. (8) (f) The maximum length of any cluster of townhouse dwelling units shall not exceed 240 linear feet. (8) (g) Buildings shall be designed to prevent the appearance of straight, unbroken lines in their horizontal and vertical surface. There shall be no more than two continuous townhouse dwelling units without a break in the horizontal and vertical elevations of at least three feet. (8) (h) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (8) (i) Refuse storage areas shall be screened from view in accordance with Section 36-480. (8) (j) Required front yards shall be landscaped with grass, ground cover, plants, shrubs or trees. Decorative landscaping materials such as rock, bark, and mulch are also permitted. Impervious surfaces in required front yards shall be minimized and shall be limited to driveways leading to off-street parking areas located outside the required front yard and walkways necessary for access to structures on the property. Circular driveways are permitted if sufficient frontage is available and if approved by the traffic engineer. (8) (k) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (8) (l) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	(9) Whenever any development in an R-MD district is located adjacent to another zoning district or a nonresidential use in an R-MD district is located adjacent to

DEVELOPMENT REVIEW STAFF REPORT

	a residential use in an R-MD district, screening and a bufferyard shall be provided in accordance with Sections 36-480, Screening and fencing, and 36-482, Landscaping and bufferyards.
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COMPATIBILITY WITH COMPREHENSIVE PLAN:

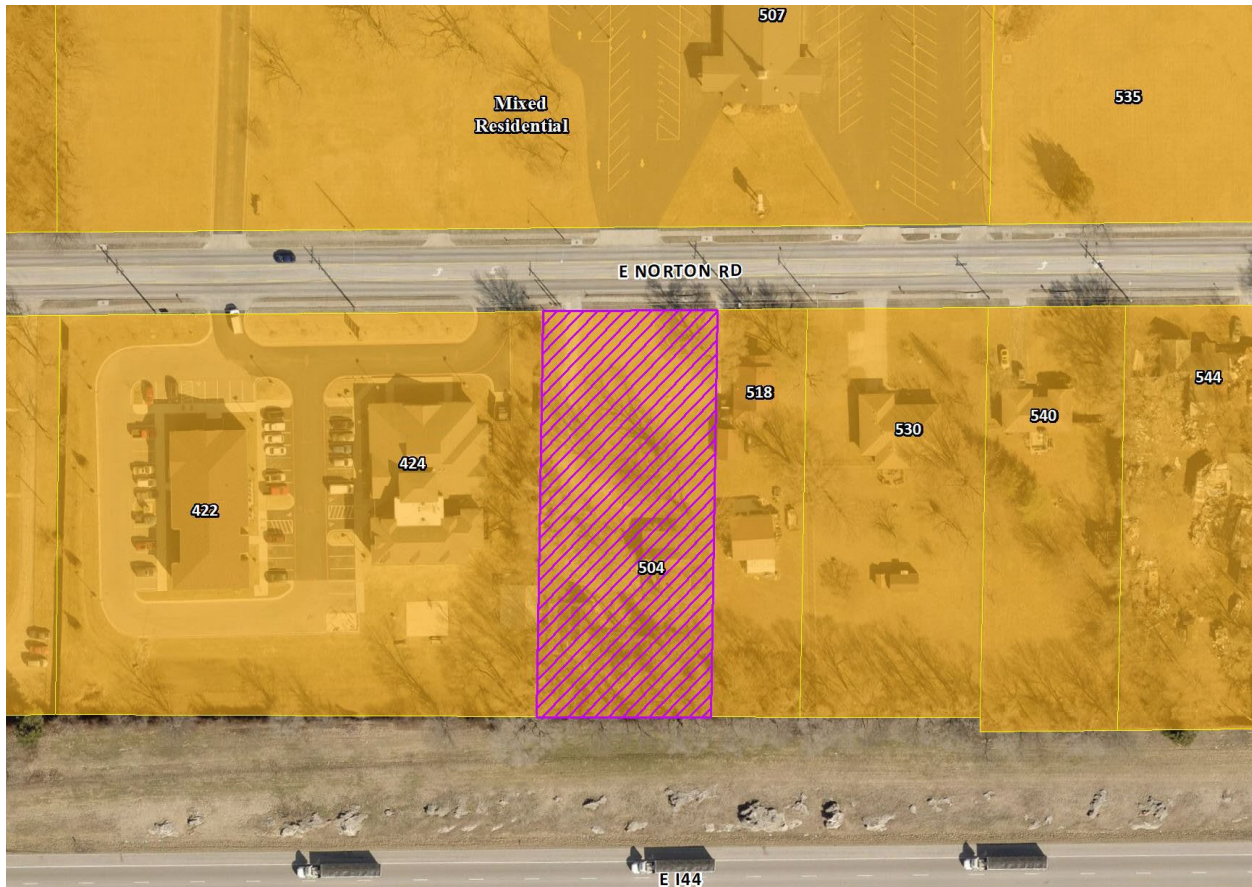
The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to all of the property to the north and south of E. Norton Road between N. Summit Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

The R-MD, Medium-density multifamily residential district, as requested by the applicant, accommodates a mix of residential dwelling types at densities up to 29 dwelling units per acre. This district is intended to serve as a transition between major streets or commercial areas and nearby lower density residential areas. Reflecting the intent to act as a transition, this district prohibits the construction of new detached single-family dwellings so as to not preempt multifamily projects with less intense development not befitting this zoning designation. This district also permits certain other nonresidential uses necessary to serve the governmental, educational, religious, recreational, or other needs of a given neighborhood or area.

Based on the variety of residential dwelling types and low-intensity nonresidential uses permitted within the R-MD district, staff has determined that the requested rezoning from the R-SF, Single-family residential district to the R-MD, Medium-density multifamily residential district is generally compatible with the objectives and intent of the *Comprehensive Plan*.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Healthcare & Vocational Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◊	○	◊	◊	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◊	◊	○	○	○	○	○	○	○	○	○
Downtown	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◊ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	N/A	R-SF	R-MD
LAND USE	Place of worship	N/A	Single-family dwelling	Transitional service shelter
PLACETYPES	Mixed Residential	N/A	Mixed Residential	Mixed Residential

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the proposed rezoning; however, this property was part of a City tax bill project in 2011 which may incur additional fees when obtaining a building permit. This property is in Sewer District 230 of Section 6 and is subject to a Sewer Extension Cost Recovery (SECR) fee. The original sewer tax bill #53192a, filed in 2011, was reduced by \$17,192.45 by entering into a SECR agreement. SECR agreements are issued for SFR properties. If the property owner is adding any additional water meters, rezoning, or increasing the water meter size, then a \$6,700 SECR fee will be collected per meter, not to exceed the total reduction. This SECR fee would be added to the sewer permit when building plans are submitted. Any applicable SECR fee shall be in addition to any other connection or other fees which may be applicable to such water meter installation under other City ordinances or regulations.

4. FIRE DEPARTMENT:

No issues with the proposed rezoning. The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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 local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable, any new impervious area will need to be detained**. This zoning project is related to PLN2023-00107 and PREDEV2022-00231; the subject property is connected to 422 – 424 E. Norton Road to the west and its existing detention facility. The property **does not have a stream buffer on site**.

Public Works – Stormwater has no concerns for the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

All Chapter and Section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

- a. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. A fee in lieu of on-site stormwater detention is not applicable to this project.
 - i. At the time of development, detention is required based on the drainage to MODOT right-of-way on I-44. The site will be given credit for the existing house and driveway. Detention would be required for any additional impervious surface area added.

DEVELOPMENT REVIEW STAFF REPORT

- ii. If 504 E. Norton Road is combined with 422 E. Norton Road, the detention basin on 422 E. Norton Road can be expanded/modified to account for the additional impervious area once development is designed.
- b. The City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec. 4.1.4.
 - i. To a public right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3).
 - ii. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

- a. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

- a. A land disturbance permit will be required with disturbing one acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
 - b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify measures.
 - c. Operation and maintenance (O&M) agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
 - d. Include on the plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post-Development Impervious Surface Area, and Post-Development Open Space Area. Per Chapter 4 Sec. 3.2 for Detention Summary.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:
- Street Classification, Right-Of-Way, and Jurisdiction:
- City's Transportation Plan classifies E. Norton Road as a Secondary Arterial roadway. The standard right-of-way width from the centerline of E. Norton Road is 35 feet. It appears additional right-of-way is needed along E. Norton Road. A survey is

DEVELOPMENT REVIEW STAFF REPORT

recommended to determine the exact amount of existing right-of-way. E. Norton Road is a city-maintained street.

Traffic Counts & On-Street Parking:

There is no recent traffic count for E. Norton Road. On-street parking is not allowed along E. Norton Road.

Driveway Access:

There is currently one driveway access point onto the property from E. Norton Road. The existing driveway access point to this property will need to be removed. All access to this property will need to come from the property to the west.

Sidewalk:

There is existing sidewalk along the property frontage of E. Norton Road.

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along E. Norton Road near this property.

Improvements:

None.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Norton Road	Secondary Arterial	No	30	35

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone this property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This rezoning request is accompanied by Conditional Use Permit No. 473, which would permit the expansion of the foundation's site along E. Norton Road to include a donation drop-off center (refer to CUP No. 473's staff report for details).
2. The subject property is located within the Mixed Residential Placetype. As described in Chapter 5, Land Use & Development, of the *Comprehensive Plan*, this placetype primarily contains higher density single-family attached and multifamily residential dwellings while encouraging certain supporting land uses which complement this

DEVELOPMENT REVIEW STAFF REPORT

residential base, including parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship, and low-intensity neighborhood commercial uses. The R-MD district, as requested by the applicant, is the second-most-intense residential district in the City, permitting residential densities up to 29 dwelling units per acre. This district also supports other nonresidential land uses which complement or enhance its residential character, including places of worship, community gardens, noncommercial and non-profit neighborhood facilities, and elementary or secondary schools. Based on these criteria, staff has determined that the R-MD district is in general alignment with the *Comprehensive Plan's* objectives for the Mixed Residential Placetype.

3. As far as staff is aware, there are no changed or changing conditions in the area of the proposed rezoning which make the request necessary. The applicant has acquired the subject property with the intent to expand the foundation's services at this location.
4. The range of uses permitted within the R-MD district are generally compatible with those permitted on other property in the immediate vicinity of the proposed rezoning. The zoning district makeup of the area includes the R-SF, R-LD, R-MD, and R-HD districts, all of which primarily permit residential uses of varying forms and densities with allowances for certain complementary nonresidential uses, some of which require the approval of a Conditional Use Permit.
5. Per the reviews provided by City Utilities and Environmental Services – Wastewater Services, the subject property is currently served by all utilities and sewer/water facilities.
6. Per the review provided by Public Works – Traffic, City staff does not anticipate a significant increase in the volume of vehicular or pedestrian traffic as a result of this rezoning, nor have they noted any concerns regarding the safety of traffic in this area as a result of the approval of this rezoning.
7. This rezoning has not been requested in order to correct an error in the application of the Zoning Ordinance.
8. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, R-SF, would allow for the construction of a new detached single-family dwelling, or any of the other permitted uses noted in Section 36-380 of the Land Development Code.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Residential Placetype and based on the findings of fact above.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

ATTACHMENT 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 20, 2023 at 4:00 pm
3. Meeting Location: 420 E. Norton Road
4. Number of invitations that were sent: 26
5. How the mailing list was generated: Generated by the city.
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

None

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

N/A

I, William Woody (print name), attest that the neighborhood meeting was held on 04/20/2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

William L_ Woody

Digitally signed by William L_ Woody
DN: C=US, O="Marshall-Waters-Woody Assoc., Inc.",
CN=William L_ Woody, E=bwoody@mwwarch.com
Reason: I attest to the accuracy and integrity of this document
Location: your signing location here
Date: 2023-04-21 15:25:43
Foxit PhantomPDF Version: 9.7.5

Signature of person completing affidavit

William Woody

Printed name of person completing affidavit

Rezoning@504 E. Norton Rd., Springfield, Missouri

20 April 2023

4:00-6:30PM

[illegible]



EXPLANATION TO COUNCIL BILL 2023-131 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' for the purpose of adding nonprofit community centers as a permitted use, and allowing a minimum height of 35 feet for buildings, in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.) (By: Boys and Girls Club of Springfield; Grant Avenue Parkway (GAP) Subdistrict F Text Amendment).

PURPOSE: Amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, Sections 36-487, Bulk Standards, and 36-488, Permitted and Conditional Uses for the purpose of adding nonprofit community centers as a permitted use and allowing a minimum height of 35 feet for buildings in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT: GRANT AVENUE PARKWAY SUBDISTRICT F

1. The applicant, Boys and Girls Club of Springfield, has requested amendments to allow for a new Boys and Girls Club facility with gymnasium, classrooms (fitness, etc.), snack bar, and administrative/professional offices. The applicant is proposing a new Boys and Girls Club at 804 W. Catalpa Street which will be adjacent to the new Nordic Landing multi-family development at 810 W. Catalpa Street.
2. The proposed amendments will allow nonprofit community centers as a permitted use and a minimum height of 35 feet for buildings in Subdistrict F of the Grant Avenue Parkway District.
3. The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnacht Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters a sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.
4. The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue

Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.

5. Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

6. The only area of the city that is affected by the proposed text amendment for Subdistrict F will be south of Grand along Grant Avenue and along Catalpa Street and west of Grant Avenue. The proposed text amendments will allow more flexibility in development choices and the property to develop into a community center with a minimum building height of 35 feet.

7. The current GAP Subdistrict F bulk standards require a minimum building height of 3 stories. The applicant is proposing a 2-story building with a gymnasium; however, the height of the building, at 35 feet, will have the same scale and massing as a 3-story building.

8. The proposed text amendment is consistent with the Forward SGF Comprehensive Plan because the community center nonprofit use is consistent with the need to generate activity and support the adjacent multi-family development and surrounding residential neighborhood. It will also provide activity in the adjacent park, greenways, and open space to the south and support the nearby school with additional activities and services.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 7 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff recommends approval of the text amendment based on its consistency with the Comprehensive Plan and Grant Avenue Parkway Plan.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Grant Avenue Parkway Subdistrict F Amendments_ord
2. Grant Avenue Parkway Subdistrict F Amendments_exhA
3. Grant Avenue Parkway Subdistrict F Amendments_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-131

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land
2 Development Code,' Article III, 'Zoning Regulations,' Division 7,
3 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk
4 Standards,' and 36-488, 'Permitted and Conditional Uses,' for the
5 purpose of adding nonprofit community centers as a permitted use,
6 and allowing a minimum height of 35 feet for buildings, in
7 Subdistrict F. (Staff and Planning and Zoning Commission both
8 recommend approval.)
9 _____

10
11 WHEREAS, the Boys and Girls Club of Springfield requested amendment of the
12 Grant Avenue Parkway ("GAP") District Standards for Subdistrict F to allow for a new
13 Boys and Girls Club facility with a gymnasium, classrooms, snack bar, and
14 administrative/ professional offices to be constructed at 804 West Catalpa Street; and
15

16 WHEREAS, the proposed amendments to Section 36-487, 'Bulk Standards,' will
17 allow a minimum height of 35 feet for buildings in Subdistrict F of the GAP, and the
18 proposed amendments to Section 36-488, 'Permitted and Conditional Uses,' will allow
19 nonprofit community centers as a permitted use in Subdistrict F of the GAP; and
20

21 WHEREAS, following proper notice, the Planning and Zoning Commission held a
22 public hearing regarding the proposed amendments to these sections on May 11, 2023,
23 a copy of the Record of Proceedings from said public hearing being attached hereto and
24 incorporated herein by this reference as "Exhibit A," and recommended approval of the
25 proposed changes; and
26

27 WHEREAS, City Council now desires to adopt the proposed changes to Sections
28 36-487 and 36-488 contained in this Ordinance.
29

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

33 Section 1 – Chapter 36 of the Springfield City Code, known as the 'Land
34 Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway

District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' are hereby amended to read as follows:

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

Section 36-487. Bulk Standards.

Table 36-487. Bulk standards address the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10 ³	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10 ³	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories <u>or ft</u>)	2 ³	2 ³	2	2	3	3 <u>or 35 ft</u>
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

Section 36-488. Permitted and conditional uses.

The following key is to be used in the interpretation of table 36-488, permitted and conditional uses below.

- (1) *Permitted uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.
- (2) *Conditional uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in section 36-363.
- (3) *Prohibited uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) *Uses not listed.* If a proposed use is not listed in the tables, the administrative review committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) *Conversions.* Structures existing at the time of the adoption of this ordinance [G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.
- (6) *Additional regulation.* If uses have use specific standards, they are referenced in this column. Use specific standards shall apply to permitted and conditional

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uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-489(2)	P	P	P		P	P
Dwelling, Multifamily conversion	36-489(3)		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(4)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(5)		P	P	P		
Hotel	36-489(6)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(7)	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							

Gas Station							
Commercial Off-Street Parking Lots	36-489(8)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
Industrial Uses							
Artisan Manufacturing	36-489(9)	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(10)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(11)	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-489(12)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

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

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

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

Passed at meeting: _____

Mayor

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Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Grant Avenue Parkway Subdistrict F Amendments (GAP)

Citywide

Applicant: Boys and Girls Club of Springfield

Mr. Neal stated that this is a request to amend the Grant Avenue Parkway District (GAP) Bulk Standards of Section 36-487 and the Permitted and Conditional Uses of Section 36-488 of Division 7, to add nonprofit community centers as a permitted use and allow a minimum height of 35 feet for buildings in Subdistrict F.

Mr. Neal noted that the applicant is not present.

Ms. Burris noted per rule 4.2 that the commission can continue without the applicant available and requires 2/3 rule of members present.

COMMISSION ACTION: (Suspend rule 4.2/applicant)

Mr. Scott motioned to **suspend** rule 4.2 (applicant absent) from consideration of the Rules of Procedure for the Grant Avenue Parkway Subdistrict F Amendments (GAP) (Citywide). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Ridge, Scott, and Gunther. Nays: Pauly. Abstain: None. Absent: Broekhoven and Lebeck.

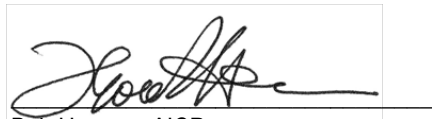
Mr. Jobe opened the public hearing.

No speakers.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of the text amendment to Sections 36-487 and 36-488 as set forth in Attachment 1 to the staff report on this item for Grant Avenue Parkway Subdistrict F Amendments (GAP) (Citywide). Ms. Ridge seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.



Bob Hosmer, AICP
Planning Manager

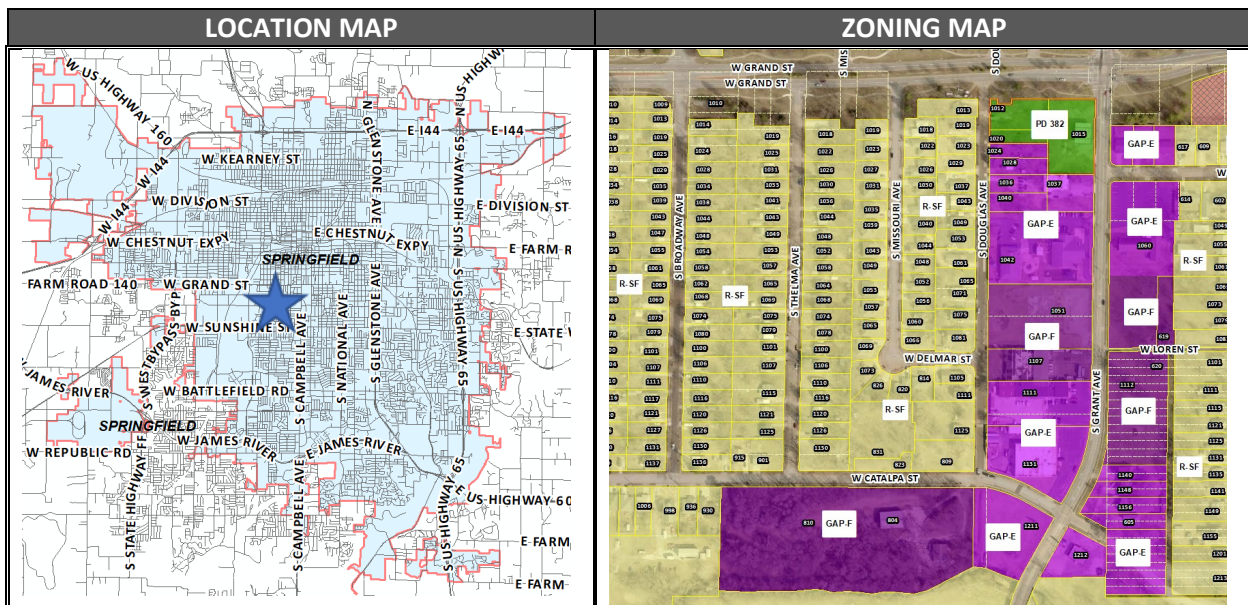
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Grant Avenue Parkway (GAP) Subdistrict F Text Amendment
Location:	Citywide
Applicant:	Boys and Girls Club of Springfield
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the text amendment to Sections 36-487 and 36-488 as set forth in Attachment 1 to the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to amend the Grant Avenue Parkway District (GAP) Bulk Standards of Section 36-487 and the Permitted and Conditional Uses of Section 36-488 of Division 7, to add nonprofit community centers as a permitted use and allow a minimum height of 35 feet for buildings in Subdistrict F.



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

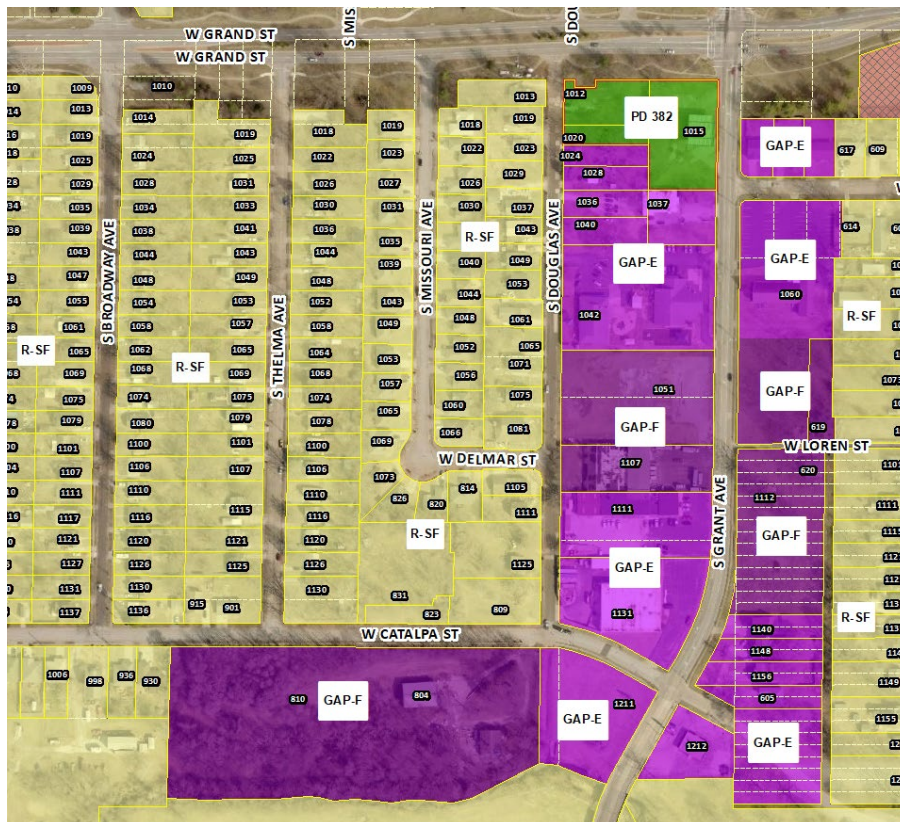
(7) Findings by the commission.

(a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

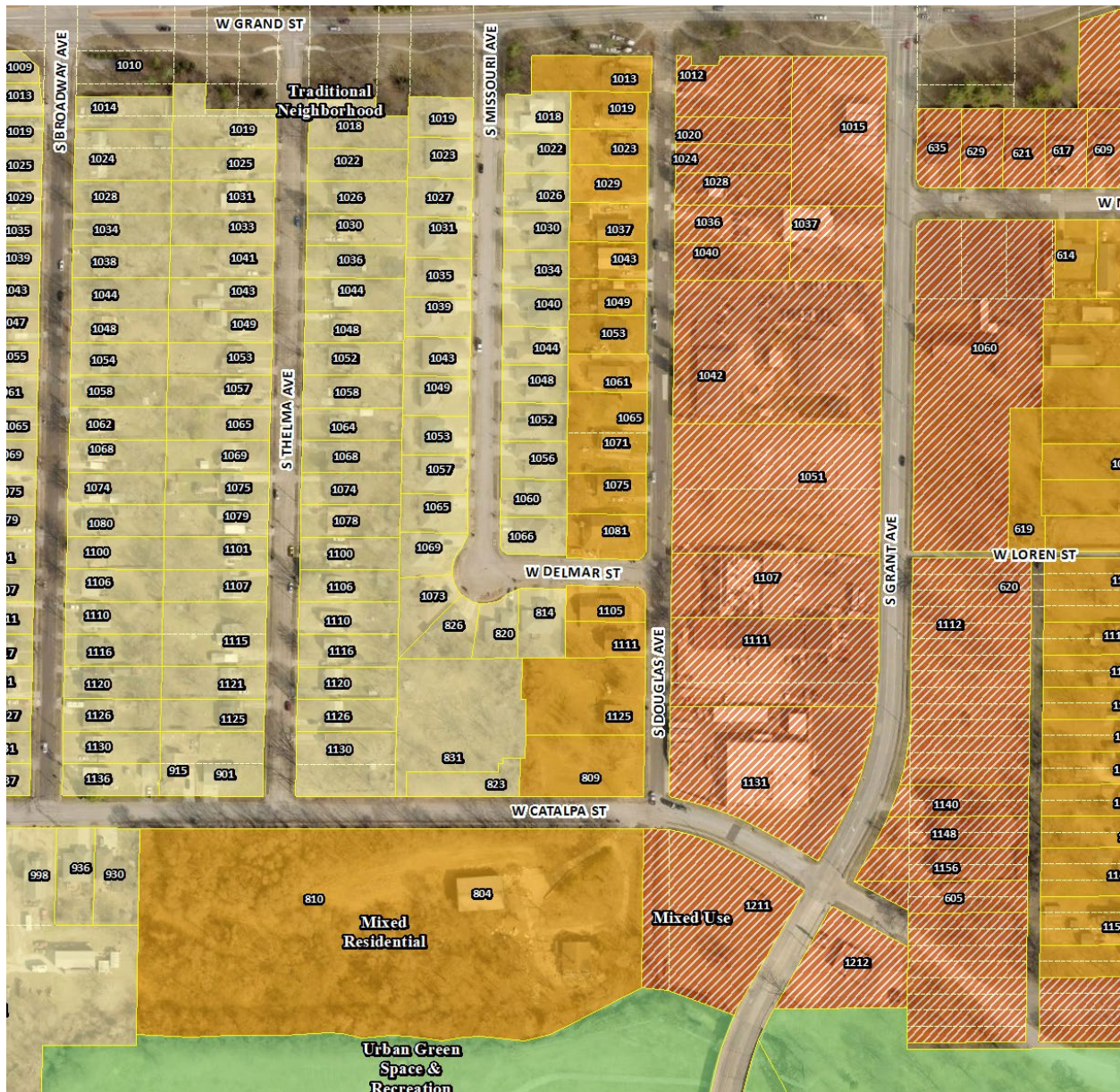
1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

ZONING DISTRICT LAND USES:

LAND USES	R-SF	R-TH	R-LD	R-MD	R-HD	R-MHC	O-1	O-2	GI	UN	WC1	WC2	WC3	LB	GR	HC	CS	CC	COM1	COM2	RI	LI	GM	HM	IC
Community centers, non-profit.	UP	UP	UP	UP	UP	UP	P	P	P		P		UP	P				P	P*	P*					



DEVELOPMENT REVIEW STAFF REPORT



COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. The Forward SGF Comprehensive Plan designates this area as a Mixed Residential and Mixed Use placetype.
2. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors

DEVELOPMENT REVIEW STAFF REPORT

desiring to downsize are prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

3. The Mixed Use placetype is intended to accommodate existing districts and facilitate the creation of new districts and subareas. This placetype should be reserved for areas in Springfield that contain a diverse range of uses that would not fit into the other, more focused placetypes. These places can include vertically stacked or horizontally laid out mixed-use buildings, like Historic Commercial Street, or they can take the form of larger-scale mixed-use developments, like Chesterfield Village or Galloway Village. Besides mixed-use buildings, this placetype can also include a mixture of primary and supporting uses on separate parcels. Planning for Mixed Use placetypes should include the development of strategic plans to facilitate adoption of contextual regulations to support and implement an identified district or neighborhood vision. Planning should incorporate infrastructure improvements that prioritize the pedestrian and promote an integration of public spaces into private development and increase connectivity with adjoining neighborhoods, activity centers, or institutional and employment centers. Neighborhood planning efforts should identify incompatible uses that do not contribute positively to the adjoining neighborhood, such as industrial, storage, or auto-oriented commercial businesses.
4. Mixed Residential primary land uses are single-family attached, single-family detached and multi-family. Supporting land uses are parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship and low-intensity neighborhood commercial.
5. Mixed Use primary land uses are multi-family, office, hospitality, retail sales and service, maker, artisan and innovation spaces and entertainment. Supporting land uses are parks, greenways and open space, government, healthcare and institutional facilities, universities, colleges and vocational schools, sports complexes and recreational facilities.
6. In accordance with the Forward SGF Placetypes framework, mixed residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment. Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale. Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors. The main entrance of new development is oriented towards the primary street. Quality materials, construction methods, workmanship, and design are incorporated into new development and redevelopment. A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development. Windows, balconies,

DEVELOPMENT REVIEW STAFF REPORT

and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.

7. Mixed use developments have buildings that are located at or close to the front property line with context-sensitive designs that emphasize the pedestrian and public realm. Building heights are limited to three to four stories or reduced to complement adjacent lower density residential patterns. Locations appropriate for mixed use centers are identified through strategic planning process with clearly defined boundaries. Screening and buffering are provided between commercial uses and lower-density residential development. Sense of place is enhanced through streetscaping elements, like benches, pedestrian-scaled lighting, public art, and outdoor seating.

STAFF ANALYSIS AND RECOMMENDATION:

1. The proposed amendments will allow nonprofit community centers as a permitted use and a minimum height of 35 feet for buildings in Subdistrict F of the Grant Avenue Parkway District.
2. The applicant, Boys and Girls Club of Springfield, has requested the amendments to allow for a new Boys and Girls Club facility with gymnasium, classrooms (fitness, etc.), snack bar and administrative/professional offices.
3. The applicant is proposing a new Boys and Girls Club at 804 W. Catalpa Street which will be adjacent to the new Nordic Landing multi-family development at 810 W. Catalpa Street.
4. The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.
5. The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
6. *Subdistrict F.* Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.
7. The only area of the city that is affected by the proposed text amendment for Subdistrict F will be south of Grand along Grant Avenue and along Catalpa Street west of Grant Avenue. The proposed text amendments will allow more flexibility in development choices and the property to develop into a community center with a minimum building height of 35 feet.

DEVELOPMENT REVIEW STAFF REPORT

8. The current GAP Subdistrict F bulk standards require a minimum building height of 3 stories. The applicant is proposing a 2 story building with a gymnasium; however, the height of the building at 35 feet will have the same scale and massing as a 3 story building.
9. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
10. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.
11. The proposed text amendment is consistent with the Springfield Comprehensive Plan because the community center nonprofit use is consistent with the need to generate activity and support the adjacent multi-family development and surrounding residential neighborhood. It will also provide activity to the adjacent park, greenways and open space to the south and support the nearby school with additional activities and services.
12. The proposed Boys and Girls Club facility will need to meet the design requirements prescribed in the Mixed Residential and Mixed Use placetype by orientating the building to the street and focusing on pedestrian scale. Parking will be located behind or beside the building. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.

STAFF RECOMMENDATION:

1. Staff recommends approval of the text amendment based on its consistency with the *Comprehensive Plan*.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the text amendment.
2. Recommend a change in the text amendment.
3. Recommend a change in the text amendment together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: Language to be added is underlined and existing language is black.

Sec. 36-487. Bulk standards.

Table 36-487. Bulk standards address the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10 ³	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10 ³	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories <u>or ft</u>)	2 ³	2 ³	2	2	3	3 <u>or 35 ft</u>
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

Sec. 36-488. Permitted and conditional uses.

The following key is to be used in the interpretation of table 36-488, permitted and conditional uses below.

- (1) *Permitted uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.
- (2) *Conditional uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in section 36-363.
- (3) *Prohibited uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) *Uses not listed.* If a proposed use is not listed in the tables, the administrative review committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.

DEVELOPMENT REVIEW STAFF REPORT

- (5) *Conversions.* Structures existing at the time of the adoption of this ordinance [G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.
- (6) *Additional regulation.* If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-489(2)	P	P	P		P	P
Dwelling, Multifamily conversion	36-489(3)		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(4)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(5)		P	P	P		
Hotel	36-489(6)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(7)	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(8)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					

DEVELOPMENT REVIEW STAFF REPORT

Industrial Uses							
Artisan Manufacturing	36-489(9)	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(10)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(11)	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-489(12)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

Neal, Daniel

Subject: Comments Requested - Proposed Text Amendment to P&Z and CC

From: Lauren Mustoe <lmustoe@springfieldchamber.com>
Sent: Friday, May 5, 2023 10:07 AM
To: Neal, Daniel <dneal@springfieldmo.gov>
Subject: RE: Comments Requested - Proposed Text Amendment to P&Z and CC

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hi Daniel-

I wanted to pass on one piece of feedback I received, included below:

My only comment would be that the overall notion of setting a minimum or maximum height in stories, rather than in both stories AND height (as this revision does for the minimum height in feet of Subdistrict F), leaves that section open to some overly creative solutions.

An example that wouldn't technically break Section 36-487

For any sub districts--creating a building with 20' stories, and allowing a mezzanine in each. This could effectively allow what would operate as an 8 story building in a subdistrict only allowing 4 stories. But more interestingly, you could have a 80' building. Where I would assume the original intent of the language would be to create stories of 10' floor-to-floor, and 40'-50' buildings max. Obviously this is a bit of an absurd example but it illustrates the potential problem.

Thanks,
Lauren



Lauren Mustoe
Manager, Governmental Affairs
Springfield Area Chamber of Commerce
Direct line: 417.450.6774
o 417.862.5567 | c 573.645.4915
www.springfieldchamber.com



EXPLANATION TO COUNCIL BILL 2023-132 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: 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 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), and referenced as Annexation A-2-2023, into the City of Springfield.(Staff recommends approval.) (By: Donald L. & Patricia L McCurry Trust, Greene County (public ROW).); 3444 W. Sunshine Street, 3503 W. Washita Street and 1900 S. Farm Road 133 (Moore Rd.); A-2-2023.)

PURPOSE: To adopt an ordinance to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road) into the City of Springfield as Annexation A-2-2023. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3444 W. Sunshine Street and 3503 W. Washita Street are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 9.2 acres into the City of Springfield. The private property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The proposed annexation includes approximately 0.14 acre of public right-of-way along Farm Road 133 (Moore Road). Greene County Highway Department has provided a voluntary annexation petition and support the request. The property is within the City of Springfield's Urban Service Boundary and is contiguous and compact to the City of Springfield. The owner is proposing to annex and rezone for a new retail and shopping center development.

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

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

RECOMMENDATIONS:



1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield and all City services can be provided to the property.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the properties.
6. The City will receive property tax revenue upon annexation of the private property and sales tax if developed commercially.

Staff recommends the annexation of these properties.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. A-2-2023_ord
 2. A-2-2023_exhA
 3. A-2-2023_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-132

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 9.2 acres of
4 private property generally located at 3444 West Sunshine Street and
5 3503 West Washita Street and approximately 0.14 acre of Greene
6 County right-of-way generally located at 1900 South Farm Road 133
7 (Moore Road), and referenced as Annexation A-2-2023, into the City of
8 Springfield. (Staff recommends approval.)
9 _____
10

11 WHEREAS, a verified petition requesting annexation was filed by the owners of
12 all fee interest of record in all tracts of real property located within the area proposed to
13 be annexed, as described in "Exhibit A," said area being generally located at 3444 West
14 Sunshine Street and 3503 West Washita Street; and
15

16 WHEREAS, Greene County has executed a written petition for the City to annex
17 approximately 0.14 acre of Greene County right-of-way, said area being generally
18 located at 1900 South Farm Road 133 (Moore Road); and
19

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

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

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

32 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
33 SPRINGFIELD, MISSOURI, as follows, that:
34

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

42
43 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
44 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

45
46 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
47 amended by adding thereto the land described in "Exhibit A."

48
49 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
50 precincts and council zones,' is hereby amended by placing the property described in
51 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
52 accordance with the provisions of State law.

53
54 Section 5 – The City Clerk is directed to: (1) file certified copies of this
55 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
56 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
57 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
58 any other information that the Director of Revenue may require. The City Clerk is further
59 authorized and empowered to perform any other administrative acts which are
60 consistent with the intent of this Ordinance.

61
62 Section 6 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance: _____

73
74
75 Approved as to form: Jill Bennis, Assistant City Attorney

76
77
78 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-2-2023

Surveyed Property Description for Parcel ID 1333210002

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving said W. Sunshine St. South Right of Way line as show on said Final Plans, South 2° 03'31" West 585.22 feet; thence North 88°40'02" West 668.16 feet to a found iron pin on the West line of said Section 33; thence North 0°32'16" East 242.67 feet along the West line of said Section 33 to a point on the Easterly Right of Way line for said W. Bypass; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.1630 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81 °51'53" East 139.05 feet to Station 467 +65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning. Contains 381,397 square feet or 8.756 acres of land, more or less.

Surveyed Property Description for Parcel ID 1332100113

All of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to the Point of Beginning on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence continuing along the East line of said Section 32, South 3°44'20" West 146.38 feet to a

found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 267.93 feet, a chord bearing of North 13°33'59" East and a Chord distance of 267.50 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to the Point of Beginning. Contains 17,644 square feet or 0.405 acres of land, more or less.

S. Moore Rd (FR 133) area of Annexation Description:

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

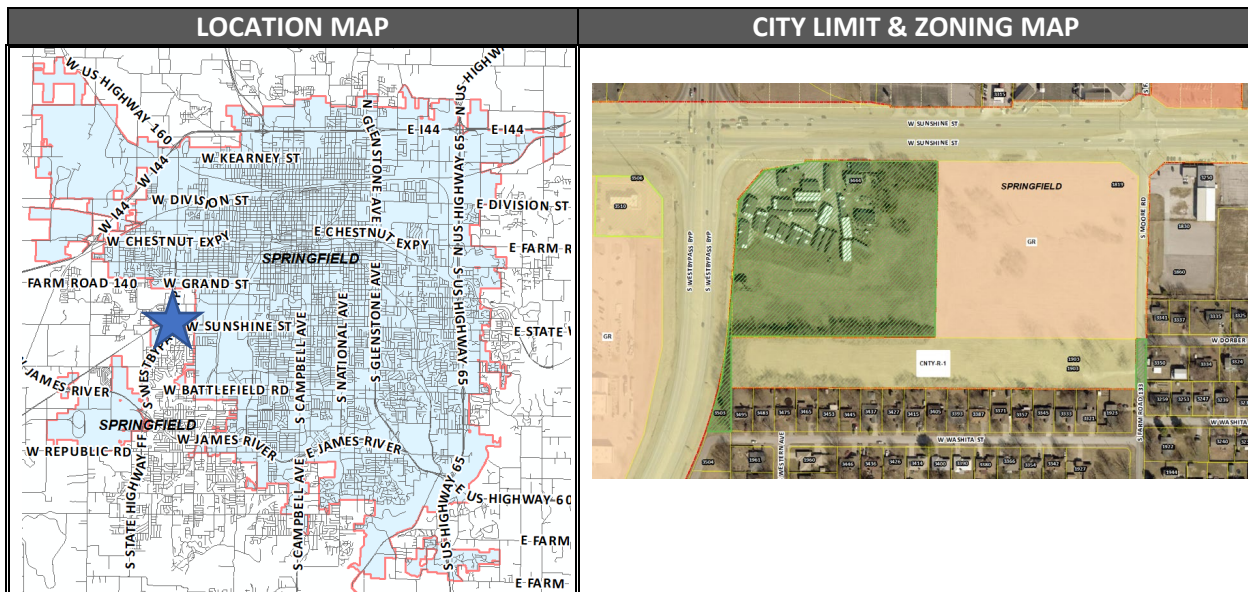
Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin to the Point of Beginning; thence South 88°40'02" East 34.85 feet to a point of the Easterly Right of Way line for S. Moore Road; thence South 2°11'54" West 167.09 feet along the Easterly Right of Way line for S. Moore Road; thence North 87°48'06" West 37.68 feet to a found 1/2" iron pipe on the Westerly Right of Way line for S. Moore Road; thence along the Westerly Right of Way line for S. Moore Road North 3°10'30" East 166.51 feet to the Point of Beginning. Contains 6,049 square feet or 0.139 acres of land, more or less.

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PROJECT INFORMATION	
Case Number:	A-2-2023
Location:	3444 W. Sunshine Street, 3503 W. Washita Street and 1900 block S. Farm Road 133 (Moore Rd.)
Total Acres:	9.3 acres
Applicant:	Donald L. & Patricia L McCurry Trust, Greene County (public ROW)
Existing Land Use:	Manufactured home sales, Farm Road 133 ROW (Moore Rd.) and undeveloped residential lot
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval

PROJECT SUMMARY:

Request to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road) into the City of Springfield.



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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject properties are currently outside the city limits in unincorporated Greene County. The subject properties are zoned Greene County C-2, General Commercial District, PAD 1901 and the Farm Road 133 right-of-way is not zoned. The annexation is being processed concurrently with rezonings of the private property and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority One strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority One areas represent short-term growth areas. These growth areas are primarily located on the western and southwestern sides of the City in the vicinity of the Springfield-Branson National Airport, Interstate 44, West Sunshine Corridor, and James River Freeway.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personal requirements, capital

DEVELOPMENT REVIEW STAFF REPORT

requirements, necessary and available infrastructure, call volume, and standards of cover.

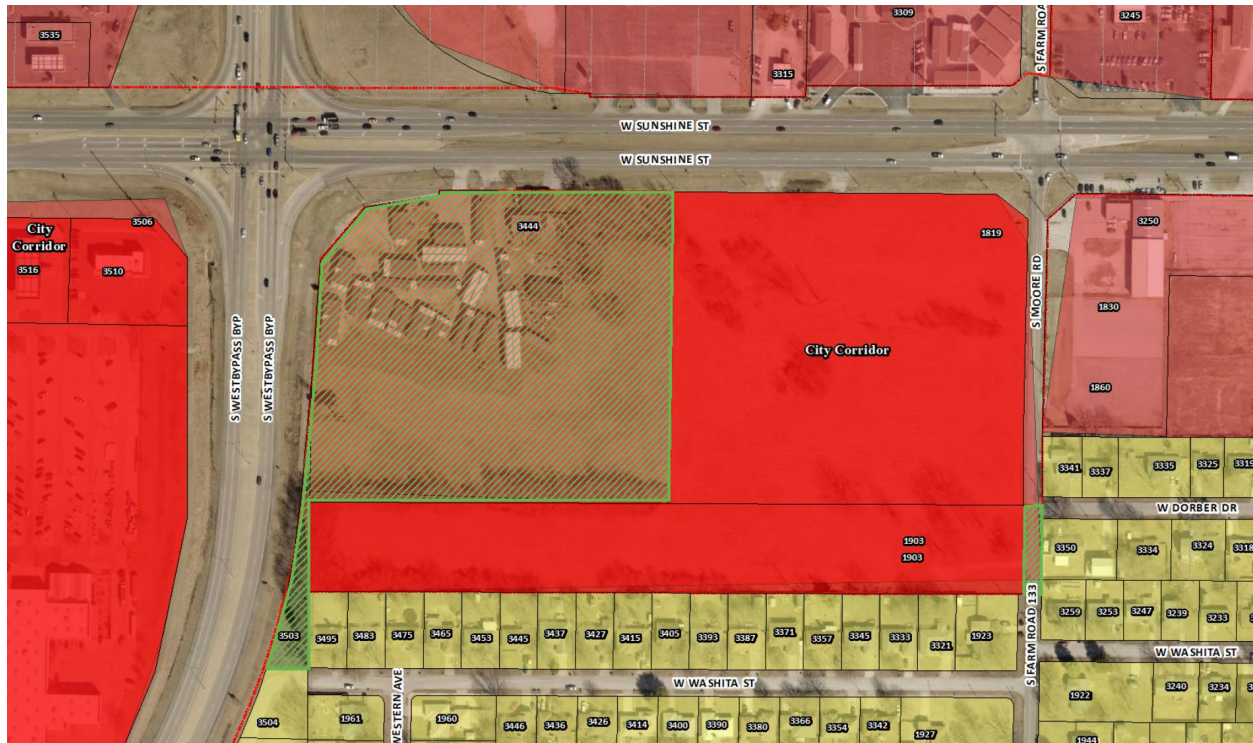
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The properties involved in this annexation request were included within the City Corridor Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7), except for 3503 W. Washita Street, which was placed within the Traditional Neighborhood Placetype (only the north portion of the W. Washita Street property is included within this annexation request in order to provide access to West Bypass).

The City Corridor Placetype is characterized by commercial and service-related development ranging in scale from standalone businesses to large retail centers, with opportunities for high-density multifamily projects reliant on proximity to retail, commercial services, and employment centers when located along major roadways containing high traffic volumes. Because the applicant is proposing to rezone this property for commercial use, the annexation and subsequent rezoning meet the intent of the City Corridor Placetype.

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FUTURE PLACETYPE MAP:

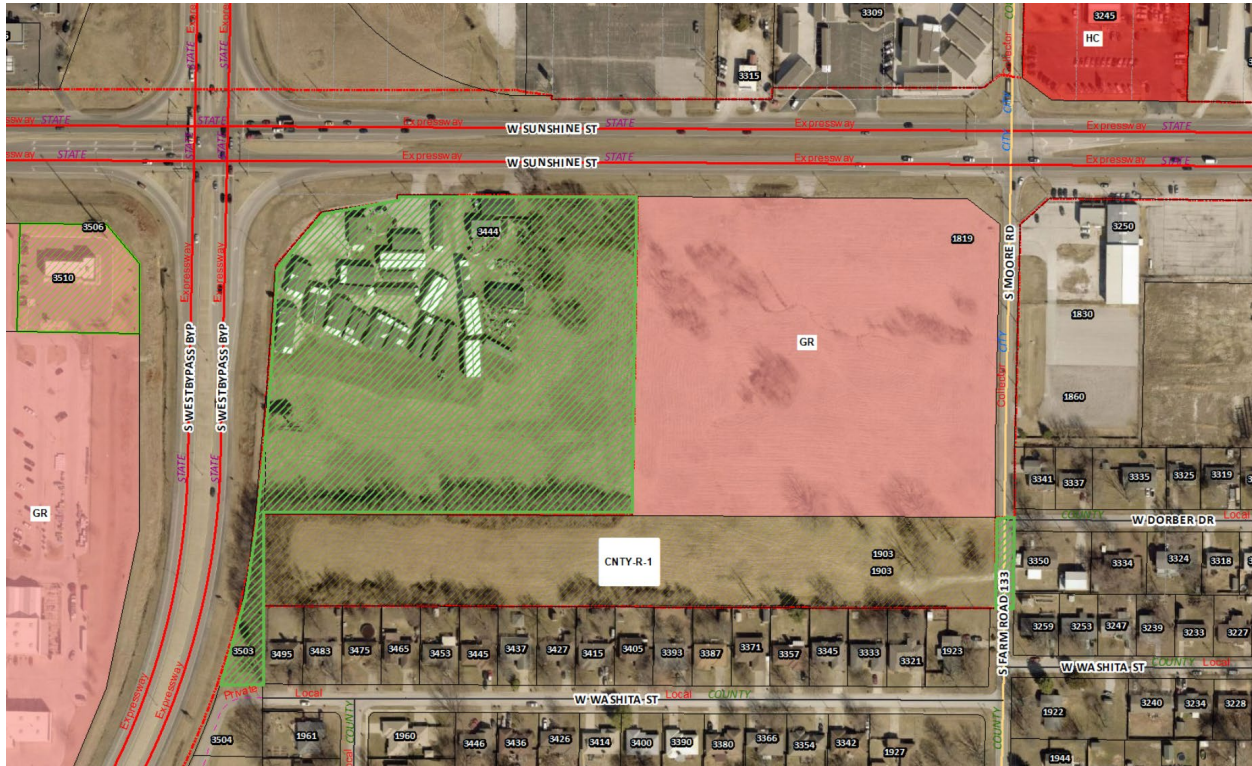


PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

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MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Greene County C-2	Greene County R-1	Greene County C-2 & R-1	GR
LAND USE	Retail sales, used automotive sales, and manufactured home sales	Single-family detached dwellings	Automotive rentals and leasing, single-family detached dwellings	Retail sales, automotive service garage
PLACETYPES	City Corridor	Traditional Neighborhood	City Corridor, Traditional Neighborhood	City Corridor

DEPARTMENT COMMENTS:

- DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

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2. CITY UTILITIES:
No issues with the proposed annexation.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objections to the annexation; however, we have the following comments:
 - a. Both properties have access to public sewer.
 - b. The property is subject to a \$0.033 per square foot trunkline connection fee. This fee is based on the area of the property and will be added to the sewer permit fee when building permits are issued.
4. EMERGENCY 911:
No issues with proposed annexation.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
The Greene County Highway Dept. supports the annexation of that portion of S. Moore Rd. contained within A-2-2023.
6. MODOT:
No comments on the proposed annexation. MoDOT will continue working with the City of Springfield and developer to address the traffic impacts of the proposed development at this location.
7. POLICE DEPARTMENT:
No issues with proposed annexation.
8. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 1.2 miles from the northeast corner of the property. Fire Station #13 located at 1900 W College is the secondary station responding to this location, which is 3.5 miles from the northeast corner of the property.

ISO area – The majority of the property in the proposed annexation falls inside the recommended ISO 1.5 mile (ISO diamond) response distance for the 1st due unit. ***This will not impact our ISO rating.***

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 3 minutes, 56 seconds. The 2nd due company has an estimated total response time of 7 minutes. It is likely the standard of coverage benchmark would be met for single company responses and 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***

DEVELOPMENT REVIEW STAFF REPORT

it will meet the initial unit and ERF benchmarks. This will not negatively impact our accreditation.

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	3-4 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 8,13,6,9,1	8-9 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently there is a 12” -16” CU water main along the north side and an 8” CU water main on the east side of the property available to service the proposed area to be annexed. *Additional infrastructure consistent with the needs of the development and sufficient to meet the requirements for fire suppression water supply and the requirements of the Fire Code would be required.*

Impact – Retail developments typically do not result in a large number of emergency responses. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *Upon review, the Fire Department is supportive of this request for annexation.*

9. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed, and detention is required**. The property **does have a stream buffer on site**.

Public Works – Stormwater has no concerns for the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

All Chapter and Section references below are to the City’s Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

- Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the

DEVELOPMENT REVIEW STAFF REPORT

additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

- i. Detention is required for the proposed annexation at the time of development. The site drains to W. Sunshine Street and has downstream-adjacent properties that could be affected by the runoff from site.

Water Quality Requirements:

- a. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - i. Water Quality will be required at the time of development.

Stream Buffer Requirements:

- a. Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253 or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the city with the City's acceptance. The owner of a stream buffer area may also wish to pursue a conservation easement, which may provide tax benefits. In accordance with Chapter 12, Section 3.1, stream buffers in new subdivision shall be located within a Common Area that is owned and maintained by a property owners association. Stream Buffer Areas designated on a plat shall be accompanied by the following plat note:

"Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual."

- b. The stream on site is a tributary of Wilsons Creek and is categorized as a Class D – Small Tributary. The stream buffer will need to be recorded in a stream buffer easement at the time of development or platting. PW – Stormwater is agreeable to the stream being modified at the time of development through a public improvement project. The stream modification will need to be approved by PW – Stormwater before any excavating of the stream is conducted.

Additional Stormwater Standards to be met:

- a. A land disturbance permit will be required with disturbing one acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

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- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify measures.
- c. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
- d. Include on the plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post-Development Impervious Surface Area, and Post-Development Open Space Area. Per Chapter 4 Sec. 3.2 for Detention Summary.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

10. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Traffic Counts & On-Street Parking:

The most recent traffic count for W. Sunshine Street is 29,680 vehicles per day, 29,860 vehicles per day for S. West Bypass, and 3,470 vehicles per day for S. Moore Road. On-street parking is not allowed along W. Sunshine Street, S. West Bypass, or S. Moore Road.

Driveway Access:

There are five existing driveway access points onto the property from W. Sunshine Street, one existing driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study for this development.

Sidewalk:

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, or S. Moore Road.

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Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Sunshine Street near this property. There are no bus stops along S. West Bypass and S. Moore Road near this property.

Improvements:

A Traffic Impact Study (TIS) was completed for this development. Based on the TIS, the following improvements are required, as reflected in the Conditional Overlay District No. 225 provisions in Attachment 1:

- Access P1 (West Bypass): Shall construct a right-in/right-out only access with a designated northbound right-turn lane.
- Access P2 (Sunshine Street): Shall construct a right-in/right-out only access with a designated eastbound right-turn lane.
- Access P3 (Moore Road): Shall construct a full access with a designated eastbound left-turn lane.
- Sunshine Street and Moore Road: Shall construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet the minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in this traffic impact assessment of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

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. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

STAFF ANALYSIS AND RECOMMENDATION:

- The applicant, Donald and Patricia McCurry Trust, has petitioned for the City of Springfield to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and 0.14 acres of Greene County right-of-way at 1900 South Farm Road 133 (Moore Road) into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's HC, Highway commercial district, with the intent to construct a large retail center. There is also a small piece of property that will be rezoned to R-SF along Washita Street.

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2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it meets the objective that strategic and continual reinvestment in the City's urbanized area is essential to support and accommodate a growing population. It is equally essential to support growth in emerging markets along the City's edges where economic momentum can help create new jobs and increase commerce. The proposed annexation is on the western edge of the City, where new development is occurring, therefore meets those objectives.
3. Based on the subject property's location in the Priority One strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.
4. The proposed commercial rezoning, that is concurrently being processed with the annexation, is also in general alignment with the goals of the *Comprehensive Plan*, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available to all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

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ATTACHMENT 1 Annexation Schedule

ANNEXATION:

Initiate annexation	March 6, 2023
City Council public hearing.....	June 5, 2023
City Council second reading and vote	June 26, 2023



EXPLANATION TO COUNCIL BILL 2023-133 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street from Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to HC, Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Donald L. & Patricia L. McCurry Trust, South Creek Development Corp., & Sunshine Crossing, LLC.; 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street; Z-4-2023 w/COD #225.))

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2023 W/ COD No. 225

The applicant has requested to rezone this area of land in conjunction with a request to annex several of the involved properties and include them in the Preliminary Plat of Sunshine Towne Center. The HC, Highway commercial district is one of the City's most prolific commercial districts as it permits a wide range of nonresidential uses of varying intensity, including certain outdoor activities. Though this district is in general alignment with the subject area's designated placetype, City Corridor, staff worked with the applicant to identify those land uses which they would be comfortable prohibiting to reduce the conflict between the proposal area and the existing single-family residential neighborhood to the east and south. The proposed Conditional Overlay District No. 225 outlines those uses to be prohibited throughout the entirety of the proposal area; further use limitations were applied to the eastern half of the proposal area due to the residential land use across the public right-of-way of S. Moore Road/S. Farm Road 133.

Lastly, Conditional Overlay District No. 225 outlines those public improvements required to be constructed as prescribed by a Traffic Impact Study submitted and approved by City staff.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant has requested to rezone an area of land located southeast of the intersection of W. Sunshine Street and West Bypass from the Greene County C-2, R-1, and PAD No. 1901 districts and the City of Springfield's GR, General retail district, to the City of Springfield's HC, Highway commercial district, with the intent to construct a large retail center.
2. Based on the project site's proximity to two major roadways and significant land area, staff has determined that the HC district is an appropriate zoning designation at this location. The HC district is intended to provide for a wide variety of commercial- and service-oriented uses to the motoring public, relying heavily on-site visibility from public right-of-way. To better ensure that future development within this district meets the Comprehensive Plan's goal to spur quality development with attractive visual appeal, staff requested that the applicant also establish Conditional Overlay District No. 225 (Attachment 1). This Conditional Overlay District aims to limit the outdoor activities of future development within this district, specifically prohibiting certain uses that rely on a heavy outdoor presence and which are not appropriate at this key intersection and entrance into the City of Springfield.
3. The proposed rezoning is in general alignment with the goals of the Comprehensive Plan, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
4. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant has submitted applications to annex the various parcels of land included in this rezoning application into the City of Springfield, requiring that such properties be provided a Springfield zoning designation at this time.
5. The range of uses in the proposed HC, Highway commercial district and Conditional Overlay District No. 225 are compatible with the uses permitted on other property in the

immediate vicinity. Of those properties which front W. Sunshine Street or West Bypass in the vicinity surrounding this rezoning, all are zoned Highway commercial district or General retail district, both of which allow for the broad development of commercial, personal service, or office facilities. Though the subject area also abuts County property located within the Traditional Neighborhood Placetype, the applicant has proposed a Bufferyard F, in excess of the minimum width required by Section 36-482, Landscaping and bufferyards, along the south property line of the future commercial development (Attachment 3) to protect this existing single-family neighborhood from future non-residential activity in the area.

6. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available on all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.

7. The impact of the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per their review above, Public Works – Traffic has not noted any critical concerns about the potential increase of traffic volume, or the safety of traffic in the area, as a result of the proposed rezoning.

8. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

9. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Z-4-2023 COD 225_ord
2. Z-4-2023 COD 225_exhA
3. Z-4-2023 COD 225_exhB
4. Z-4-2023 COD 225_exhC (1)

One-rdg. _____
P. Hrngs. X
Pgs. 29
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-133

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 22.4 acres of property generally located at 3444 West Sunshine
4 Street, 1819 South Moore Road, 1903 South Farm Road 133, and
5 3503 West Washita Street from Greene County C-2, General
6 commercial district, Greene County R-1, Suburban residence
7 district, Greene County Plot Assignment District No. 1901, and City
8 of Springfield GR, General retail district, to HC, Highway
9 commercial district, with Conditional Overlay District No. 225;
10 establishing Conditional Overlay District No. 225; and adopting an
11 updated Official Zoning Map. (Staff and the Planning and Zoning
12 Commission recommend approval.)
13 _____
14

15 WHEREAS, an application has been filed for a zoning change of the property
16 generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South
17 Farm Road 133, and 3503 West Washita Street from Greene County C-2, General
18 commercial district, Greene County R-1, Suburban residence district, Greene County
19 Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to
20 HC, Highway commercial district, with Conditional Overlay District No. 225; and
21

22 WHEREAS, Conditional Overlay District No. 225 shall modify the requirements of
23 the Springfield Land Development Code Section 36-422, HC, Highway commercial
24 district, by requiring that the property described in "Exhibit A" comply with the
25 requirements described in "Exhibit C – Attachment 1;" and
26

27 WHEREAS, following proper notice, the Planning and Zoning Commission held a
28 public hearing on March 9, 2023, a copy of the Record of Proceedings from said public
29 hearing being part of "Exhibit B," which is attached hereto and incorporated herein in its
30 entirety by this reference, and said Commission made its recommendation; and
31

32 WHEREAS, the City has reviewed the applicant's request and prepared a staff
33 report concerning the application, which is attached hereto and incorporated herein by

34 this reference as "Exhibit C;" and

35
36 WHEREAS, City Council, at its meeting on April 3, 2023, referred this application
37 back to the Planning and Zoning Commission to correct an error in the Conditional
38 Overlay Language; and

39
40 WHEREAS, the Planning and Zoning Commission held another public hearing on
41 May 11, 2023, a copy of the Record of Proceedings from said public hearing being part
42 of "Exhibit B," and said Commission made its recommendation; and

43
44 WHEREAS, proper notice was given of a public hearing before City Council, and
45 said hearing was held in accordance with the law.

46
47 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
48 SPRINGFIELD, MISSOURI, as follows, that:

49
50 Section 1 – The property described in "Exhibit A," which is attached hereto and
51 incorporated herein by this reference, is hereby rezoned from Greene County C-2,
52 General commercial district, Greene County R-1, Suburban residence district, Greene
53 County Plot Assignment District No. 1901, and City of Springfield GR, General retail
54 district, to HC, Highway commercial district, with Conditional Overlay District No. 225.
55 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
56 interpretation,' is hereby amended, changed, and modified consistent with this
57 Ordinance.

58
59 Section 2 – City Council hereby establishes Conditional Overlay District No. 225,
60 which shall contain the requirements and standards provided in "Exhibit C – Attachment
61 1," which is attached hereto and incorporated herein by this reference as though set
62 forth herein. The requirements of Conditional Overlay District No. 225 shall modify the
63 requirements of the Springfield Land Development Code Section 36-422, HC, Highway
64 commercial district, by requiring the property described in "Exhibit A" comply with the
65 requirements contained in "Exhibit C – Attachment 1."

66
67 Section 3 – City Council hereby directs the City Manager, or designee, to update
68 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
69 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
70 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
71 rules of interpretation.'

72
73 Section 4 – The Official Zoning Map herein adopted shall be maintained and
74 archived in the same digital form in which this Council has approved its adoption.

75
76 Section 5 – This Ordinance shall be in full force and effect from and after
77 passage.

78
79 Passed at meeting: _____

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90

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-4-2023 W/ COD #225

Tract 1: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1 °17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AI D, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving said W. Sunshine St. South Right of Way line as show on said Final Plans, South 2°03'31" West 585.22 feet; thence North 88°40'02" West 668.16 feet to a found iron pin on the West line of said Section 33; thence North 0°32'16" East 242.67 feet along the West line of said Section 33 to a point on the Easterly Right of Way line for said W. Bypass; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.1630 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

Contains 381,397 square feet or 8.756 acres of land, more or less.

Tract 2: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1 °17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving

said W. Sunshine St. South Right of Way line, South 2°03'31" West 585.23 feet to the Point of Beginning; thence South 88°40'02" East 652.15 feet to a found iron pin on the Westerly Right of Way line of S. Moore Rd.; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°43'20" West 352.76 feet to a found iron pin on the West line of said Section 33; thence North 1°14'19" East 162.89 feet along the West line of said Section 33 to a found iron pin; thence leaving West line of said Section 33 South 88°40'02" East 668.16 feet to the Point of Beginning.

Contains 219,177 square feet or 5.032 acres of land, more or less.

South Creek: Part of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to the Point of Beginning on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence leaving the East line of said Section 32, North 87°29'51" West 47.33 feet to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 115.42 feet, a chord bearing of North 10°21'41" East and a Chord distance of 115.39 feet to a point at Station 6+ 77 .65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to the Point of Beginning.

Contains 8,523 square feet or 0.209 acres of land, more or less.

Sunshine Crossing: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet to the Point of Beginning; thence continuing along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 88°38'20" East 593.00 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence leaving said Moore Road Right of Way, North 88°40'02" West 652.15 feet; thence North 2°03'31" East 585.22 feet to the Point of Beginning.

Contains 380,175 square feet or 8.728 acres of land, more or less.

RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 9, 2023

Z-4-2023 w/COD #225

3444 West Sunshine Street and 1819 South Moore Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. McGinnis stated that this is a request to rezone approximately 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225. Staff recommends approval.

Mr. McGinnis noted that one of the existing zoning districts was not properly listed and was corrected and a new staff report was presented.

Mr. Knuckles opened the public hearing.

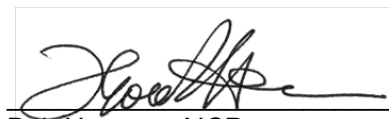
Mr. Thomas Walker, 2 Hawthorne Estate, Town & Country, MO is the developer for the project and clarified the delivery aspects in order to keep trucks off of Moore Road, he also addressed the drainage by adding stormwater detention. He also noted that the truck docks are lower (below grade) than the buffer yard.

Mr. Scott asked about cellalur detention and Mr. Walker noted that the cost prohibits that options.

Mr. Knuckles closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-4-2023 w/COD #225 (3444 West Sunshine Street and 1819 South Moore Road 133). Mr. Lebeck seconded the motion. Ayes: Knuckles, Colony, Lebeck, Pauly, Ridge, Gunther, and Scott. Nays: None. Abstain: None. Absent: Jobe and Broekhoven



Bob Hosmer, AICP
Planning Manager

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-4-2023 w/COD #225

3444 West Sunshine Street, 1819 South Moore Road 133, and 1903 South Farm Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. McGinnis stated that this is a request to rezone 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.

Mr. Jobe opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estates, Town & Country MO, here as the applicant representative and to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-4-2023 w/COD #225 (3444 West Sunshine Street, 1819 South Moore Road 133, and 1903 South Farm Road 133). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



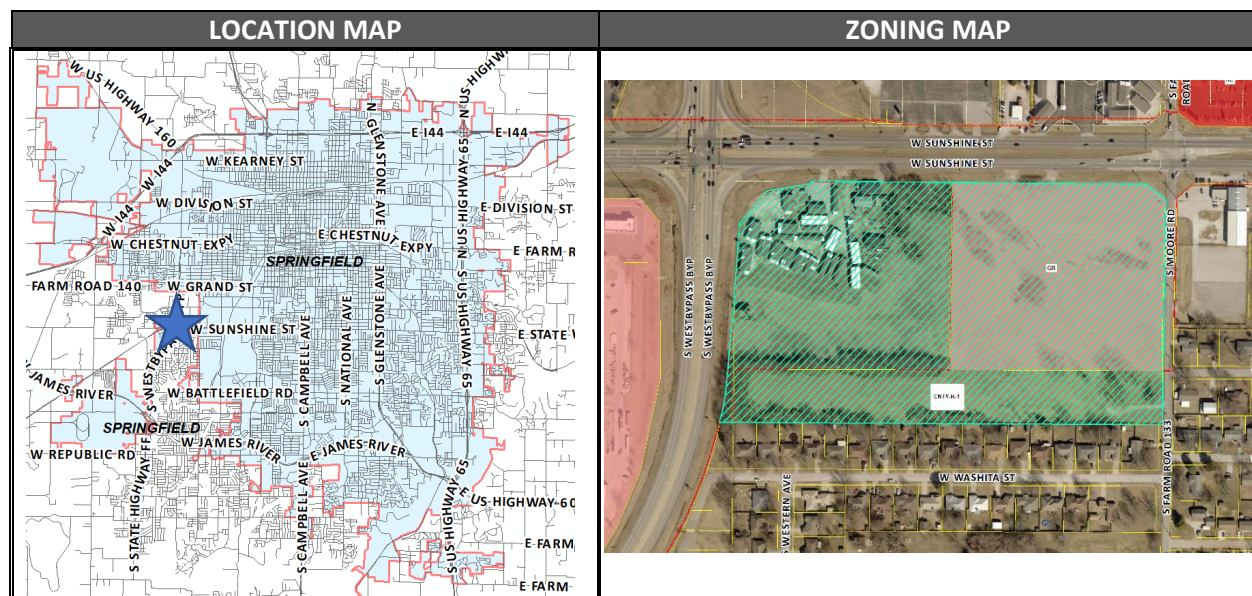
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-4-2023 w/COD #225
Location:	3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street
Total Acres:	22.4 acres
Applicant:	Donald L. & Patricia L McCurry Trust, South Creek Development Corp, & Sunshine Crossing, LLC
Existing Land Use:	Manufactured home sales, vacant
Neighborhood Meeting:	February 14, 2023
Planning and Zoning Commission:	March 9, 2023; May 11, 2023
City Council:	April 3, 2023 (remanded back to Planning & Zoning Commission); June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Kyle McGinnis
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-4-2023 with Conditional Overlay District No. 225. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

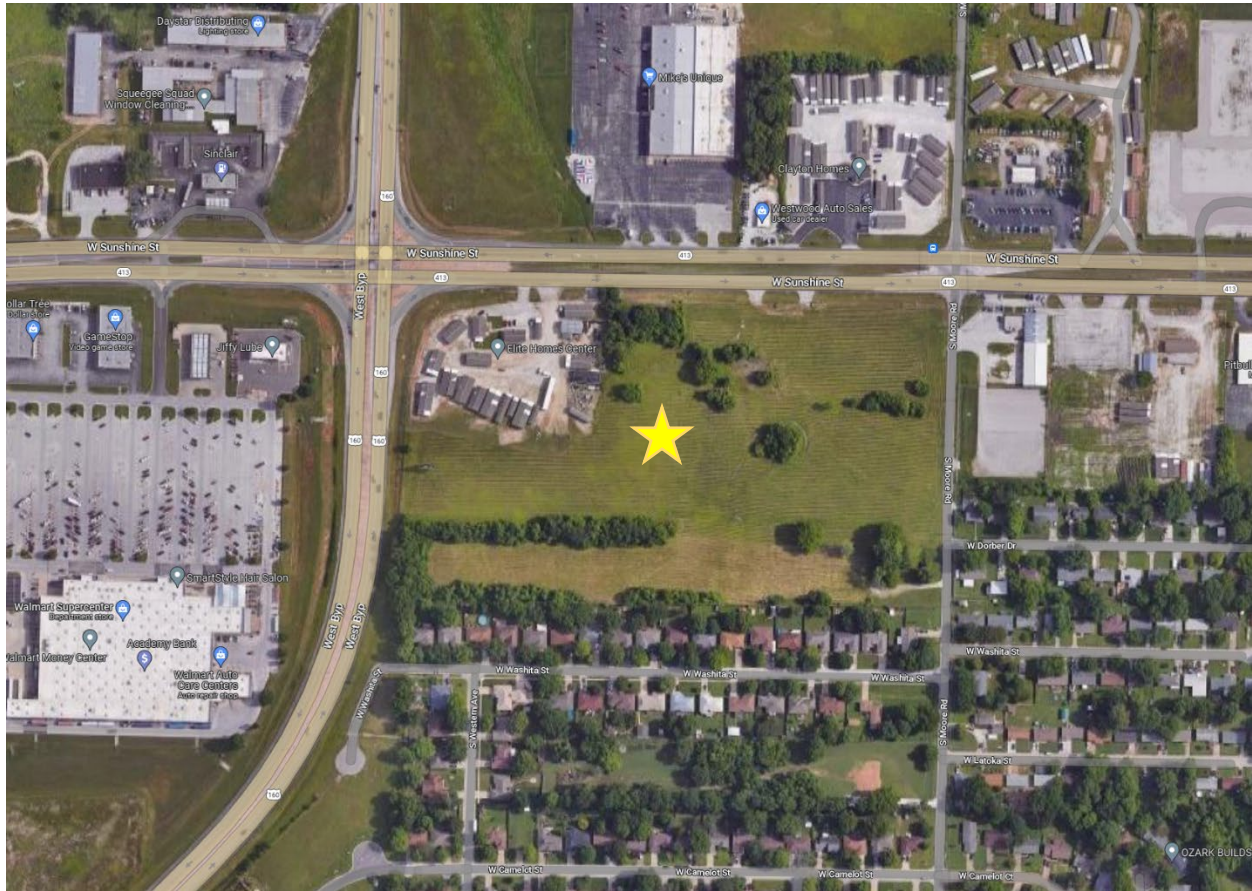
PROJECT SUMMARY:

Request to rezone approximately 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.



DEVELOPMENT REVIEW STAFF REPORT

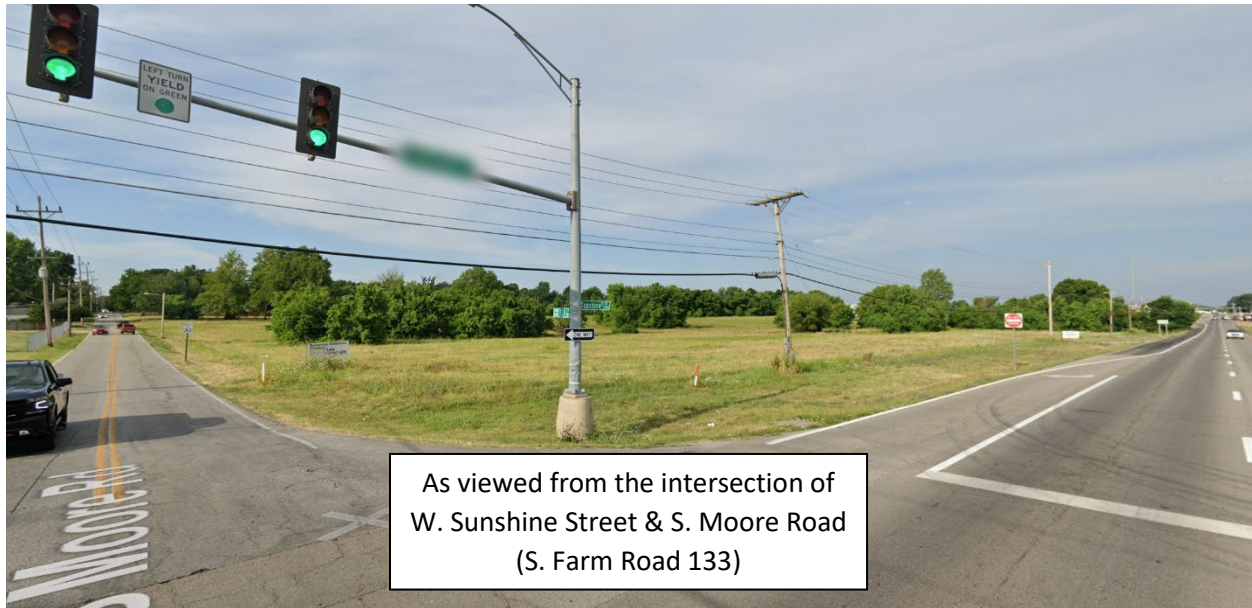
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The eight and one-half acre property which comprises the northeast portion of the project area was initially annexed into the City of Springfield in 2000 and was later rezoned to the GR, General retail district later that year. In 2021, an applicant came forward to rezone this property (1819 S. Moore Road) from the GR district to the HC district; however, they later withdrew their application and so no zoning change occurred.

The five-acre band of land along the south edge of the project area was annexed into the City in 2005 with a request to rezone the property to the R-LD, Low-density multifamily district; however, due to staff concerns, this was later changed to a request to rezone to a Planned Development permitting low-density residential development. The developer at that time failed to complete certain conditions that were required to receive the rezoning, and so no zoning change occurred. This property has maintained its County R-1 zoning since that time.

The remainder of the current project area has not yet been annexed into the city.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan.
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary.
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity.

DEVELOPMENT REVIEW STAFF REPORT

4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned.
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity.
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property.
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved, or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (e) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303 (22).
Minimum Lot Size	Not applicable to the HC, Highway commercial district.
Maximum Height	Not applicable to the HC, Highway commercial district.
Bulk Plane	All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.
Minimum Yard Requirements	Front yards – 25 feet when fronting on a street classified as collector or higher, or as required by Section 36-453, Supplemental open space, and yard regulations. 15 feet when fronting a street classified as local, or as required by Section 36-453. 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, Conditional use permits, or if a preliminary plat is approved in accordance with the City's subdivision regulations.

DEVELOPMENT REVIEW STAFF REPORT

	Side yards – None, except as required by Section 36-453 and the bufferyard requirements contained in Section 36-482, Landscaping and bufferyards. Rear yards – None, except as required by the bufferyard requirements contained in Section 36-482.
Minimum Open Space	Not less than 20 percent of the gross site area shall be devoted to open space, including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking, storage, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan, meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved. (b) A landscape plan, meeting the requirements of Sections 36-482 and 36-483, Off-street parking and loading design standards, shall be submitted, and approved. (c) Off-street parking and vehicular use areas shall be screened from all residential uses, in accordance with Section 36-480, Screening and fencing. (d) Refuse storage areas shall be screened from view in accordance with Section 36-480. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (g) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Future development must comply with the interior and perimeter landscaping requirements, as applicable to a future site plan, per subsections 36-482 (9) (a) and (b), unless the property owner opts to utilize the point system described in subsection 36-482 (10) instead. Based on the proposed zoning for the subject area and the zoning of its neighbors, a bufferyard F will be required along the south property line where adjacent to property zoned Greene County R-1, Suburban residence district.

DEVELOPMENT REVIEW STAFF REPORT

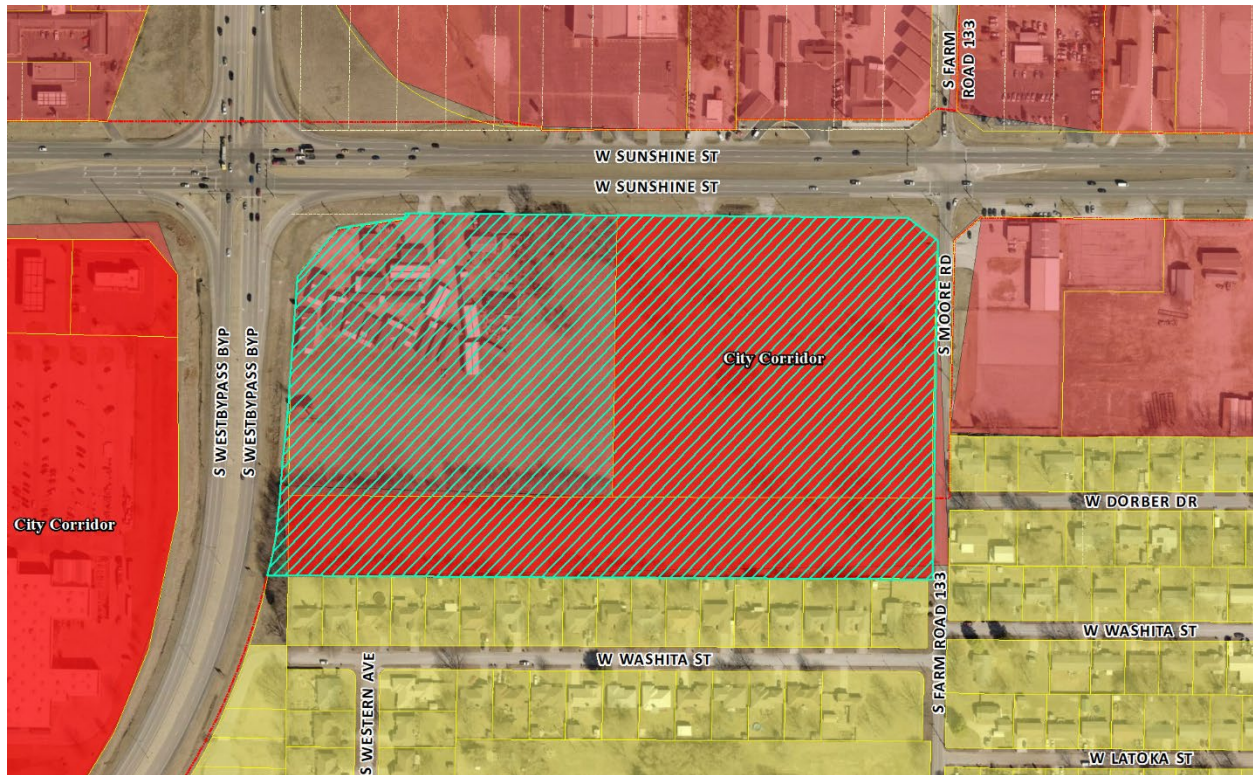
COMPATIBILITY WITH COMPREHENSIVE PLAN:

The properties involved in this rezoning request were included within the City Corridor Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7), with the exception of 3503 W. Washita Street, which was placed within the Traditional Neighborhood Placetype (only the north portion of the W. Washita Street property is included within this commercial rezoning request in order to provide access to West Bypass; the property owner has submitted a separate application requesting to rezone the southern portion to R-SF, Single-family residential district, per Z-6-2023). The City Corridor Placetype is characterized by commercial and service-related development ranging in scale from standalone businesses to large retail centers, with opportunities for high-density multifamily projects reliant on proximity to retail, commercial services, and employment centers when located along major roadways containing high traffic volumes.

The applicant has requested to rezone the project area to the HC, Highway commercial district – the City’s most intense commercial district, which, “[depends] upon high visibility, [generates] high traffic volumes, or caters to the traveling public,” as described in Section 36-422, HC, Highway commercial district, of the City’s Land Development Code. These characteristics tend to require proximity to arterial roadways or other limited-access streets. These traits align the HC district with the intent of the City Corridor Placetype, which relies on access to major roadways to best draw upon a regional customer base. Because the project area will directly abut single-family detached dwellings to the south, emphasis should be placed on providing sufficient screening and landscape buffering between future commercial development and the existing single-family neighborhood. In addition, multi-story buildings, “...should be sited and designed to reduce the impact on adjacent lower intensity residential development,” per page 46, Transitions, of the *Comprehensive Plan*. The applicant has provided a rendering of the southern border of their property illustrating their intent to grade, screen, and buffer the site to shield these residents from future development to the greatest extent feasible (Attachment 3).

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

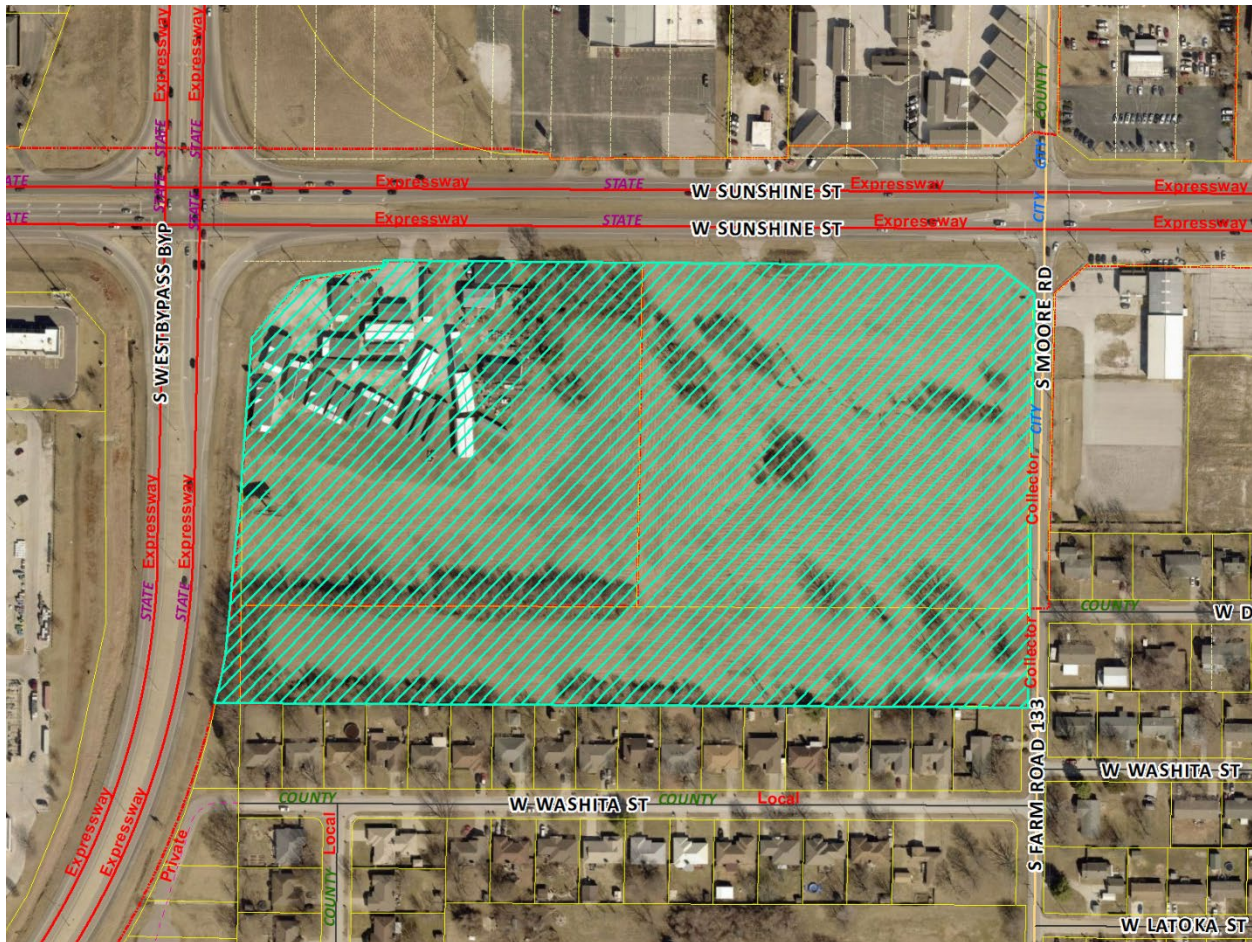


PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	●	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Greene County C-2	Greene County R-1	Greene County C-2 & R-1	GR
LAND USE	Retail sales, used automotive sales, and manufactured home sales	Single-family detached dwellings	Automotive rentals and leasing, single-family detached dwellings	Retail sales, automotive service garage
PLACETYPES	City Corridor	Traditional Neighborhood	City Corridor, Traditional Neighborhood	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objections to the rezoning; however, we have the following comments:
 - a. Parcel Nos. 1332100113 and 1333210002 are both subject to a \$0.033 per square foot sanitary sewer trunkline fee to connect to the West Bypass trunkline. Parcel Nos. 1333210001 and 1333210016 are both subject to a \$0.16602092 per square foot joint district fee to connect to Sanitary Sewer Join District 171 of Section 11. These fees will be collected when buildings plans are submitted or if additional sanitary sewer improvements are submitted, whichever comes first. These fees are in addition to the standard sewer impact fees required under Code Section 120.246.
 - b. Each proposed lot will have access to public sewer once re-platted. No additional public sewer is required.
4. FIRE DEPARTMENT:
The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:
The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed, and detention is required**. The property **does have a stream buffer on site**.

Public Works – Stormwater has no concerns for the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

All Chapter and Section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

- a. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

DEVELOPMENT REVIEW STAFF REPORT

- i. Detention is required for the proposed annexation at the time of development. The site drains to W. Sunshine Street and has downstream-adjacent properties that could be affected by the runoff from site.

Water Quality Requirements:

- a. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - i. Water Quality will be required at the time of development.

Stream Buffer Requirements:

- a. Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253 or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the city with the City's acceptance. The owner of a stream buffer area may also wish to pursue a conservation easement, which may provide tax benefits. In accordance with Chapter 12, Section 3.1, stream buffers in new subdivision shall be located within a Common Area that is owned and maintained by a property owners association. Stream Buffer Areas designated on a plat shall be accompanied by the following plat note:

"Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual."

- b. The stream on site is a tributary of Wilsons Creek and is categorized as a Class D – Small Tributary. The stream buffer will need to be recorded in a stream buffer easement at the time of development or platting. PW – Stormwater is agreeable to the stream being modified at the time of development through a public improvement project. The stream modification will need to be approved by PW – Stormwater before any excavating of the stream is conducted.

Additional Stormwater Standards to be met:

- a. A land disturbance permit will be required with disturbing one acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:

DEVELOPMENT REVIEW STAFF REPORT

- i. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify measures.
- c. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
- d. Include on the plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post-Development Impervious Surface Area, and Post-Development Open Space Area. Per Chapter 4 Sec. 3.2 for Detention Summary.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Traffic Counts & On-Street Parking:

The most recent traffic count for W. Sunshine Street is 29,680 vehicles per day, 29,860 vehicles per day for S. West Bypass, and 3,470 vehicles per day for S. Moore Road. On-street parking is not allowed along W. Sunshine Street, S. West Bypass, or S. Moore Road.

Driveway Access:

There are five existing driveway access points onto the property from W. Sunshine Street, one existing driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study for this development.

Sidewalk:

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, or S. Moore Road.

DEVELOPMENT REVIEW STAFF REPORT

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Sunshine Street near this property. There are no bus stops along S. West Bypass and S. Moore Road near this property.

Improvements:

A Traffic Impact Study (TIS) was completed for this development. Based on the TIS, the following improvements are required, as reflected in the Conditional Overlay District No. 225 provisions in Attachment 1:

- Access P1 (West Bypass): Shall construct a right-in/right-out only access with a designated northbound right-turn lane.
- Access P2 (Sunshine Street): Shall construct a right-in/right-out only access with a designated eastbound right-turn lane.
- Access P3 (Moore Road): Shall construct a full access with a designated eastbound left-turn lane.
- Sunshine Street and Moore Road: Shall construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet the minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in this traffic impact assesment of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

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. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

STAFF ANALYSIS AND RECOMMENDATION:

- The applicant has requested to rezone an area of land located southeast of the intersection of W. Sunshine Street and West Bypass from the Greene County C-2, R-1, and PAD No. 1901 districts and the City of Springfield's GR, General retail district, to the City of Springfield's HC, Highway commercial district, with the intent to construct a large retail center.
- Based on the project site's proximity to two major roadways and significant land area, staff has determined that the HC district is an appropriate zoning designation at this location. The HC district is intended to provide for a wide variety of commercial- and service-oriented uses

DEVELOPMENT REVIEW STAFF REPORT

to the motoring public, relying heavily on-site visibility from public right-of-way. To better ensure that future development within this district meets the *Comprehensive Plan*'s goal to spur quality development with attractive visual appeal, staff requested that the applicant also establish Conditional Overlay District No. 225 (Attachment 1). This Conditional Overlay District aims to limit the outdoor activities of future development within this district, specifically prohibiting certain uses that rely on a heavy outdoor presence and which are not appropriate at this key intersection and entrance into the City of Springfield.

3. The proposed rezoning is in general alignment with the goals of the *Comprehensive Plan*, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
4. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant has submitted applications to annex the various parcels of land included in this rezoning application into the City of Springfield, requiring that such properties be provided a Springfield zoning designation at this time.
5. The range of uses in the proposed HC, Highway commercial district and Conditional Overlay District No. 225 are compatible with the uses permitted on other property in the immediate vicinity. Of those properties which front W. Sunshine Street or West Bypass in the vicinity surrounding this rezoning, all are zoned Highway commercial district or General retail district, both of which allow for the broad development of commercial, personal service, or office facilities. Though the subject area also abuts County property located within the Traditional Neighborhood Placetype, the applicant has proposed a Bufferyard F, in excess of the minimum width required by Section 36-482, Landscaping and bufferyards, along the south property line of the future commercial development (Attachment 3) to protect this existing single-family neighborhood from future non-residential activity in the area.
6. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available to all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.
7. The impact the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per their review above, Public Works – Traffic has not noted any critical concerns with the potential increase of traffic volume, or the safety of traffic in the area, as a result of the proposed rezoning.

DEVELOPMENT REVIEW STAFF REPORT

8. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
9. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* City Corridor Placetype.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Conditional Overlay District No. 225 Provisions

The requirements of Section 36-422, HC, Highway commercial district of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses are prohibited in this district:
 - a. Auction sales and flea markets entirety within enclosed buildings.
 - b. Automobile service garages.
 - c. Automobile service stations.
 - d. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - e. Campgrounds and recreational vehicles parks.
 - f. Cemeteries.
 - g. Commercial off-street parking lots and structures.
 - h. Manufactured housing (mobile home) and trailer sales, leasing and service with or without storage.
 - i. Marijuana-related uses.
 - j. Overnight and/or transitional service shelters.
 - k. Public or private vehicle and boat storage garages, yards, or lots.
 - l. Self-service storage facilities.
 - m. Swimming pool sales and displays.
 - n. Taxi dispatch yards and offices.
2. The following use limitations shall apply with respect to Lots 3 – 6 of the proposed Sunshine Towne Centre subdivision (PLN2023-00106):
 - a. All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited.
3. The Traffic Impact Study submitted and approved was based on the intensity of the proposed development use for the zoning district and its future impact to the existing transportation system. Based on the results of the traffic study, the following improvements are required:
 - a. Access P1 (West Bypass): Construct a right-in/right-out only access with a designated northbound right-turn lane.
 - b. Access P2 (Sunshine Street): Construct a right-in/right-out only access with a designated eastbound right-turn lane.
 - c. Access P3 (Moore Road): Construct a full access with a designated eastbound left-turn lane.
 - d. West Bypass and Sunshine Street: Construct a dual northbound turn lane, a dual westbound turn lane, and an acceleration lane extending from Access P1 to the northbound right-turn lane.
 - e. Sunshine Street and Moore Road: Construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet minimum storage length requirements.
 - f. Any change in the proposed uses that creates an increase in total trip generation as presented in the TIA of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

ATTACHMENT 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

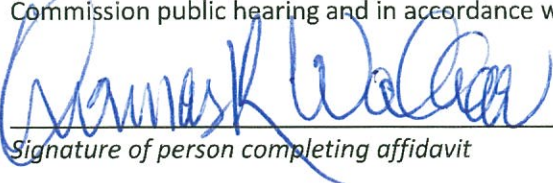
1. Request change to zoning from: County R-1 General Retail et al to Highway Commercial (HC)
(existing zoning) (proposed zoning)
2. Meeting Date & Time: February 14th, 2023
3. Meeting Location: Macedonia Preschool & Daycare
4. Number of invitations that were sent: 153
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 40
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No negative feedback given

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

Not Applicable

I, THOMAS K WALKER (print name), attest that the neighborhood meeting was held on 2-14-23 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

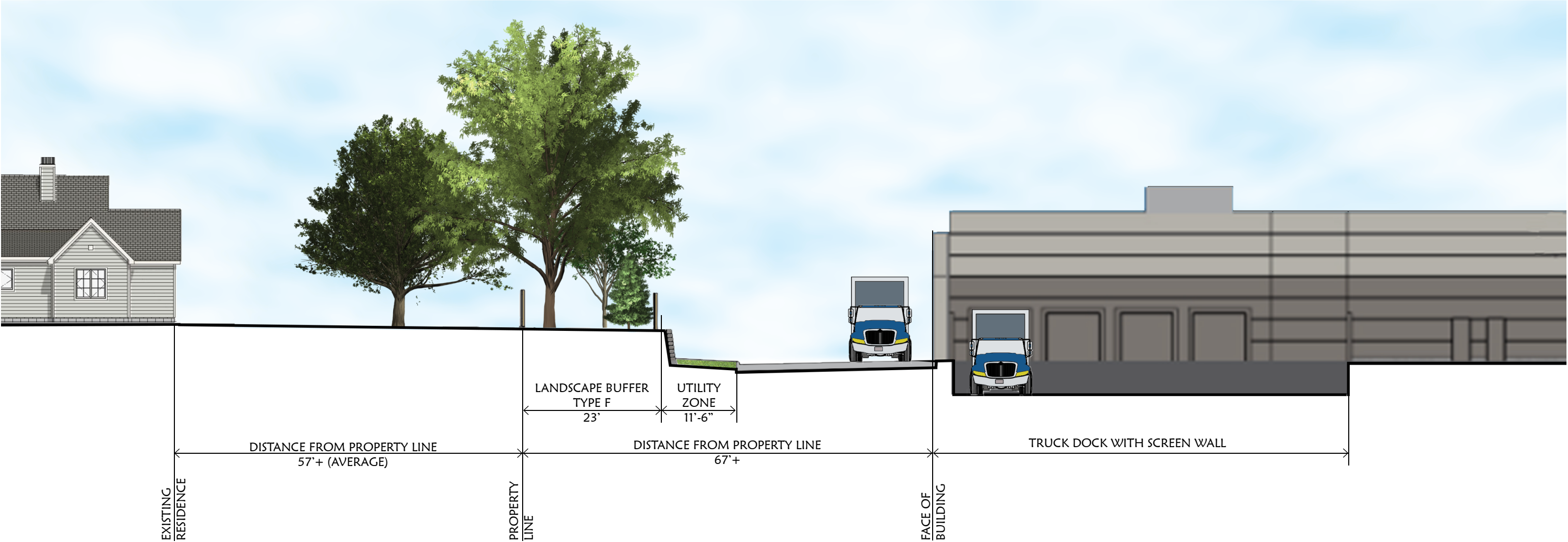

Signature of person completing affidavit

THOMAS K WALKER
Printed name of person completing affidavit

Date 02/14/2023

Date 02/17/2023

LANDSCAPE BUFFER SECTION AT SOUTHERN PROPERTY LINE



LANDSCAPE BUFFER "TYPE F" DETAILS	
REQUIRED	PROVIDED
PER 100 FT: 3 CANOPY TREES	PER 100 FT: 3 CANOPY TREES
3 UNDERSTORY TREES	3 UNDERSTORY TREES
4 EVERGREEN TREES	4 EVERGREEN TREES
20 SHRUBS	1 <u>ADDITIONAL</u> EVERGREEN TREE FOR EVERY 5 REQUIRED SHRUBS (IN LIEU) (1) 6 FT TALL PRIVACY FENCE EFFORTS WILL BE MADE TO PRESERVE EXISTING TREES ALONG PROPERTY LINE

SUNSHINE TOWNE CENTRE

S WEST BYPASS & W SUNSHINE STREET
SPRINGFIELD, MISSOURI





EXPLANATION TO COUNCIL BILL 2023-134 (HORTON)

FILED: 06/16/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 473 for the purpose of permitting a transitional service shelter as a conditional use within the R-MD, Medium-density multifamily residential district, generally located at 422, 424, and 504 East Norton Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 422, 424, and 504 E. Norton Road; Conditional Use Permit No. 473.)

PURPOSE: To permit a transitional service shelter as a Conditional Use within a R-MD, Medium-density multifamily residential district generally located at 422 and 424 E. Norton Road and proposed at 504 E. Norton Road by Z-12-2023. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 473

The applicant, Good Samaritan Boys Ranch Foundation, seeks the requested Conditional Use Permit to allow the expansion of their operations from 422 and 424 E. Norton Road to 504 E. Norton Road. 504 E. Norton Road will include a new drop-off donation center (small office and storage space) to provide donated goods to residents of the existing transitional service shelter to the west as they transition out of the foster care system and into independent living.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 2" shall govern and control the use and development of the land in Conditional Use Permit Number 473 in a manner consistent with the attached site plan ("Exhibit D - Attachment 3").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").

2. Approval of this application is subject to the Requirements for Approval ("Exhibit D-Attachment 1") and site plan ("Exhibit D - Attachment 3").

3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.



REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. CUP 473 504 E Norton Road_ord
2. CUP 473_exhA
3. CUP 473_exhB
4. CUP 473_exhC
5. CUP 473_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-134

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 473 for the purpose of permitting a
2 transitional service shelter as a conditional use within the R-MD,
3 Medium-density multifamily residential district, generally located at
4 422, 424, and 504 East Norton Road. (Staff and Planning and Zoning
5 Commission both recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
14 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
15 and recommended approval of Conditional Use Permit No. 473 for the property
16 generally located at 422, 424, and 504 East Norton Road and zoned R-MD, Medium-
17 density multifamily residential district; and
18

19 WHEREAS, City Council finds that sufficient evidence has been presented to
20 satisfy all applicable standards of the Land Development Code for issuance of
21 Conditional Use Permit No. 473; and
22

23 WHEREAS, the granting of such permit is deemed proper, and it is not found to
24 harm the community or injure the value, lawful use, and reasonable enjoyment of
25 properties in the vicinity of 422, 424, and 504 East Norton Road.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – City Council adopts the City staff's specific findings of fact on the
31 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
32 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
33 Permit No. 473 is hereby granted in accordance with and subject to the provisions of
34 Section 36-363 of the Land Development Code. Conditional Use Permit No. 473 is

35 granted for the purpose of permitting a transitional service shelter as a conditional use
36 within the R-MD, Medium-density multifamily residential district, located at the property
37 described in "Exhibit B," which is attached hereto and incorporated herein by this
38 reference, and which is generally located at 422, 424, and 504 East Norton Road.
39

40 Section 2 – Building permits, certificates of occupancy, and any other required
41 permits or approvals may be issued by the duly authorized officials of the City provided
42 that such issuance is consistent with Section 36-363 of the Land Development Code,
43 any other applicable City regulation or ordinance, and the "Requirements for Conditional
44 Use Permit 473" described in "Exhibit D – Attachment 1" and "Exhibit A," which is
45 attached hereto and incorporated herein by this reference. Additionally, the provisions
46 contained in "Exhibit D – Attachment 1" and "Exhibit A" shall govern and control the use
47 and development of the land described in "Exhibit B," in a manner consistent with the
48 attached site plan depicted on "Exhibit D – Attachment 3."
49

50 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
51 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
52

53 Section 4 – This Ordinance shall be in full force and effect from and after
54 passage only so long as the Property and any improvements thereon conform to the
55 conditions and requirements described in Section 36-363 of the Land Development
56 Code, other applicable City regulations or Ordinances, and this Ordinance.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

69
70 Approved for Council action: Jason A. Hays, City Manager
71

EXHIBIT A
REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 473

1. The transitional service shelter and associated donation drop-off center shall comply with all of the standards listed in Exhibit D - Attachment 2.
2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Exhibit D - Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B
LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NO. 473

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 38'47" WEST ALONG THE NORTH LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER, 980.1 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 29'33" WEST, 25.02 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING SOUTH 02 DEGREES 29'33" WEST, 293.17 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE NORTH 89 DEGREES 26'27" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 344.55 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE WEST LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE NORTH 02 DEGREES 29'33" EAST ALONG SAID WEST LINE, 291.44 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD; THENCE SOUTH 89 DEGREES 38'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 344.60 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN THE CERTIFICATE OF APPROVAL ADMINISTRATIVE SUBDIVISION RECORDED MARCH 7, 2006 IN BOOK 2006 PAGE 011468-06. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE)

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

COMMISSION ACTION: (combine presentation)

Mr. Colony motioned to **combine** the presentation for Z-12-2023 (504 East Norton Road) and Conditional Use Permit 473 (422, 424 & 504 East Norton Road). Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Conditional Use Permit 473

422, 424 & 504 East Norton Road

Applicant: Good Samaritan Boys Ranch Foundation

Mr. McGinnis stated that this is a request to permit a transitional service shelter as a Conditional Use Permit (CUP) within a R-MD, Medium-density multifamily residential district generally located at 422 and 424 E. Norton Road and proposed at 504 E. Norton Road by Z-12-2023. The applicant, Good Samaritan Boys Ranch Foundation, seeks the requested CUP (and associated rezoning Z-12-2023) to permit the expansion of their operations at this location to include a donation drop-off center at 504 E. Norton Road.

Comments and speakers represented on Z-12-2023 as these were combined.

COMMISSION ACTION:

Mr. Knuckles motioned to **adopt** Conditional Use Permit 473 (422, 424 & 504 East Norton Road) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1. Mr. Lebeck seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

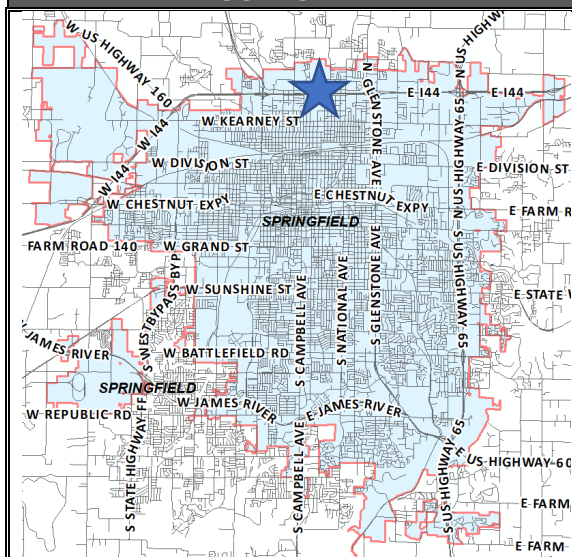


Bob Hosmer, AICP
Planning Manager

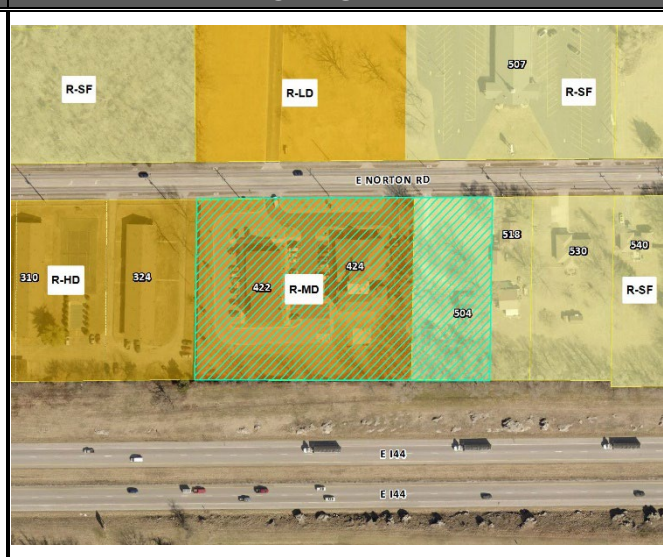
PROJECT INFORMATION

PROJECT SUMMARY:

LOCATION MAP



ZONING MAP



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

422 through 504 E. Norton Road were zoned R-SF, Single-family residential district in 1995 as part of the Citywide remapping which occurred that year, approved via General Ordinance No. 4494. In 2004, 422 and 424 E. Norton Road were rezoned to R-LD, Low-density multifamily residential district, approved via General Ordinance No. 5422, and were subsequently rezoned to R-MD, Medium-density multifamily district in 2006, approved via General Ordinance No. 5519. In 2018, the applicant received approval of a Conditional Use Permit for a transitional service shelter at 422 and 424 E. Norton Road. The applicant recently submitted a rezoning application for 504 E. Norton Road, to rezone the property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district (Z-12-2023).

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18 months period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use is commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

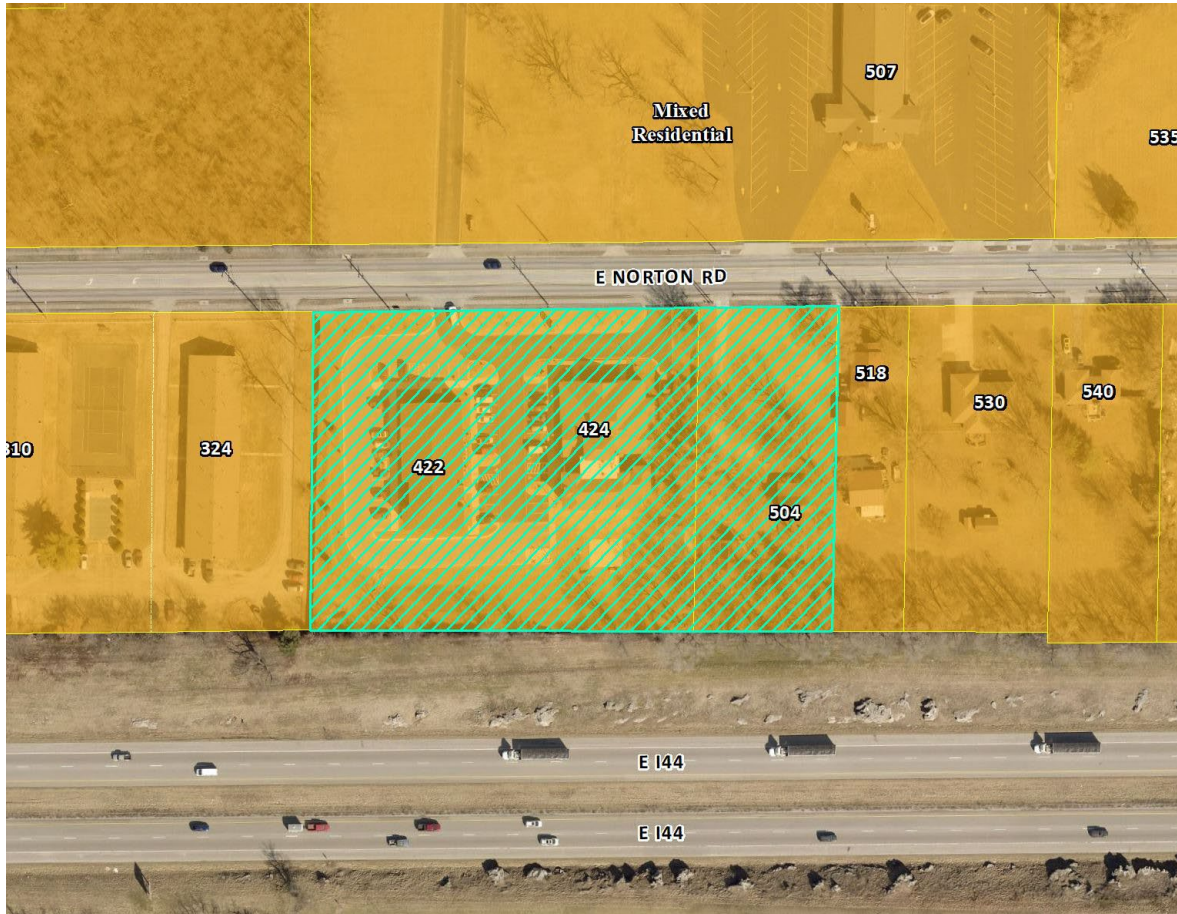
The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to all of the property to the north and south of E. Norton Road between N. Summit Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

The R-MD, Medium-density multifamily residential district, as requested by the applicant via Z-12-2023, accommodates a mix of residential dwelling types at densities up to 29 dwelling units per acre. This district is intended to serve as a transition between major streets or commercial areas and nearby lower density residential areas. Reflecting the intent to act as a transition, this district prohibits the construction of new detached single-family dwellings so as to not preempt multifamily projects with less intense development not befitting this zoning designation. This district also permits certain other nonresidential uses necessary to serve the governmental, educational, religious, recreational, or other needs of a given neighborhood or area. In addition, a small number of conditional uses, including transitional service shelters, may be permitted with the approval of a Conditional Use Permit.

Based on the variety of residential dwelling types and low-intensity nonresidential uses permitted within the R-MD district, staff has determined that the requested rezoning from the R-SF, Single-family residential district to the R-MD, Medium-density multifamily residential district is generally compatible with the objectives and intent of the *Comprehensive Plan*.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multifamily	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major Retail Sales & Service	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	●	○	◇	◇	○							
Downtown			●	○	○	○	●	○	○	○				
Mixed-Use	○	○	●	○	○	○	●	○						
City Corridor			●	○	○	○	●	○	○	○				
Institutional & Employment Center			○	○	○	○	○	○	○	○				
Business Flex				○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○									

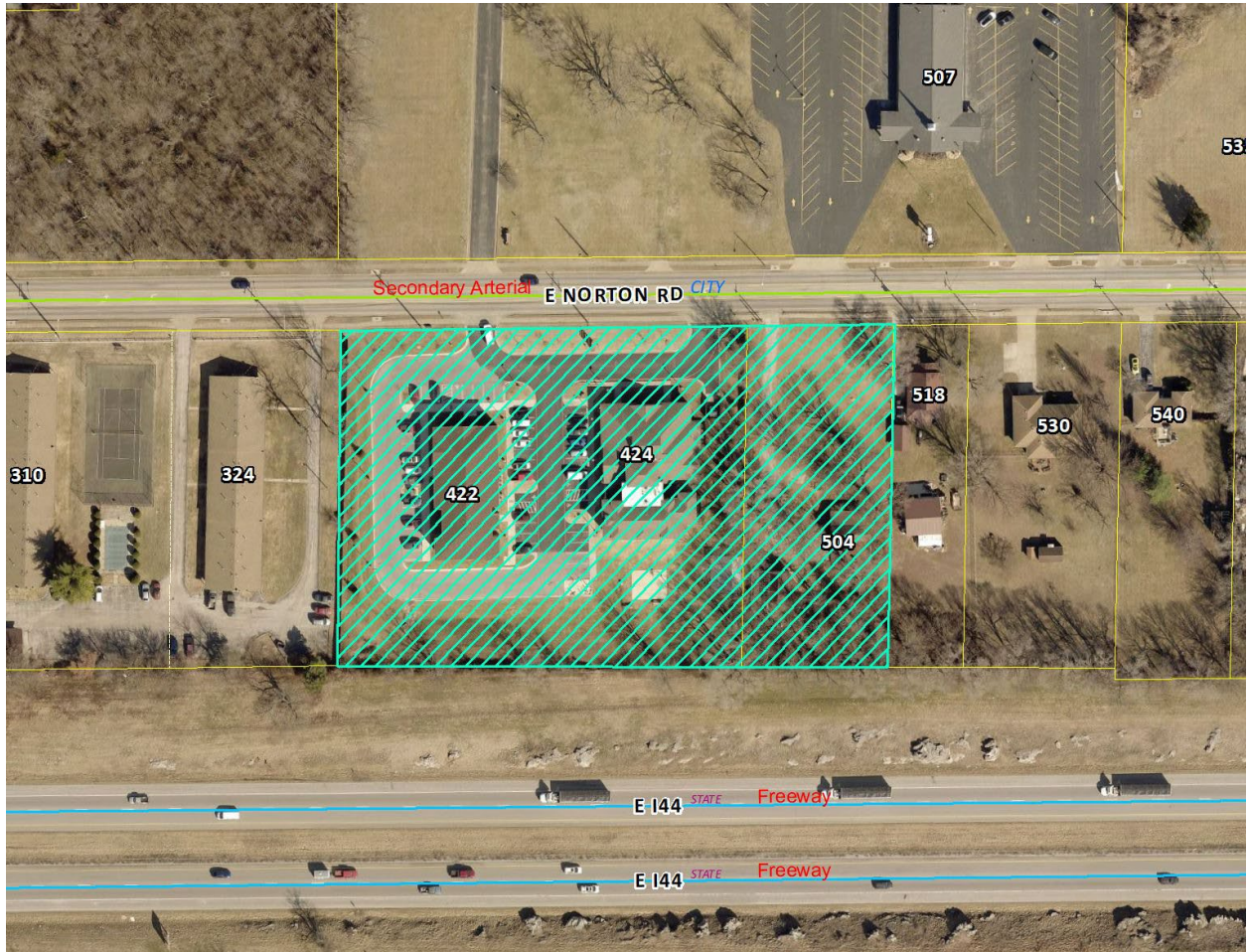
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF, R-LD	N/A	R-SF	R-HD
LAND USE	Place of worship, Assisted living community	N/A	Single-family dwelling	Multifamily dwellings
PLACETYPES	Mixed Residential	N/A	Mixed Residential	Mixed Residential

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed Conditional Use Permit.
2. CITY UTILITIES:
No issues with the proposed Conditional Use Permit.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the proposed Conditional Use Permit; however, this property was part of a City tax bill project in 2011 which may incur additional fees when obtaining a building permit. This property is in Sewer District 230 of Section 6 and is subject to a Sewer Extension Cost Recovery (SECR) fee. The original sewer tax bill #53192a, filed in 2011, was reduced by \$17,192.45 by entering into a SECR agreement. SECR agreements are issued for SFR properties. If the property owner is adding any additional water meters, rezoning, or increasing the water meter size, a \$6,700 SECR fee will be collected per meter, not to exceed the total reduction. The SECR fee would be added to the sewer permit when building plans are submitted. Any applicable SECR fee shall be in addition to any other connection or other fees which may be applicable to such water meter installation under other City Ordinances or regulations.

4. FIRE DEPARTMENT:

No issues with the proposed Conditional Use Permit. The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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 local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out. The detention of new impervious area runoff needs to be captured through the basin located at 422 and 424 E. Norton Road.** The property **does not have a stream buffer on site.**

Public Works – Stormwater has no concerns for the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

All Chapter and Section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

- a. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works (fee in lieu of detention is not applicable in this case).
 - i. At the time of development, detention is required based on the drainage to MODOT right-of-way on I-44. The site will be given credit for the existing

DEVELOPMENT REVIEW STAFF REPORT

- house and driveway. Detention would be required for any additional impervious surface area added.
- ii. If 504 E. Norton Road is combined with 422 E. Norton Road, the detention basin on 422 E. Norton Road can be expanded/modified to account for the additional impervious area once development is designed.
- b. The City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec. 4.1.4.
- i. To a public right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3).
 - ii. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

- a. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

- a. A land disturbance permit will be required with disturbing one acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify measures.
- c. Operation and maintenance (O&M) agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
- d. Include on the plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post-Development Impervious Surface Area, and Post-Development Open Space Area. Per Chapter 4 Sec. 3.2 for Detention Summary.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

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6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies E. Norton Road as a Secondary Arterial roadway. The standard right-of-way width from the centerline of E. Norton Road is 35 feet. It appears additional right-of-way is needed along E. Norton Road. A survey is recommended to determine the exact amount of existing right-of-way. E. Norton Road is a city-maintained street.

Traffic Counts & On-Street Parking:

There is no recent traffic count for E. Norton Road. On-street parking is not allowed along E. Norton Road.

Driveway Access:

There is currently one driveway access point onto the property from E. Norton Road. The existing driveway access point to this property will need to be removed. All access to this property will need to come from the property to the west.

Sidewalk:

There is existing sidewalk along the property frontage of E. Norton Road.

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along E. Norton Road near this property.

Improvements:

No improvements are required for this Conditional Use Permit. A Traffic Impact Study is not required.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Norton Road	Secondary Arterial	No	30	35

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested this Conditional Use Permit in conjunction with a request to rezone 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district (Z-12-2023). The foundation intends to demolish the existing single-family home located at 504 E. Norton Road and to redevelop the site for use as a donation drop-off center

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associated with the transitional service shelter already present at 422 and 424 E. Norton Road. The donation drop-off center would largely mimic an office, with a small warehouse/storage space proposed for the storage of goods donated to the shelter and its residents as they transition into independent living.

2. A site plan has been provided (Attachment 3) depicting the proposed expansion of this development. Note that the applicant has proposed a number of off-street parking stalls in excess of the minimum required by Code. In addition, a 20-foot-wide bufferyard C will be installed along the east property line, which will include a new six-foot wood privacy fence despite not being required by Code. This fence will act as a form of screening for the proposed parking stalls, which will face the east property line. The applicant has located a screened trash enclosure to the south end of the site, away from public right-of-way and adjacent properties.
3. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed Residential Placetype as outlined on page five, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Residential Placetype and the development's compliance with the standards of approval below (Attachment 2), contingent upon the approval of Z-12-2023 (rezoning 504 E. Norton Road to R-MD, Medium-density multifamily residential district).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use.
2. Recommend approval of the proposed conditional use.
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 CONDITIONAL USE PERMIT NO. 473

1. The transitional service shelter and associated donation drop-off center shall comply with all of the standards listed in Attachment 2.
2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2 STANDARDS FOR CONDITIONAL USE PERMIT NO. 473

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield <i>Comprehensive Plan</i> .	We see no deviations from the adopted policies of the Springfield <i>Comprehensive Plan</i> .	Staff has concluded that the proposed conditional use within the requested R-MD district (Z-12-2023) is in general alignment with the <i>Comprehensive Plan's</i> Mixed Residential Placetype designation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The donation center and associated office space should not add any significant traffic to the existing area. It will be providing support services for their adjacent development.	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the motoring public or of pedestrians using the facility or within the immediate surroundings of the proposal. As part of Traffic's requirements for this proposal, the donation drop-off center must take access from E. Norton Road utilizing the existing access drive located at 422 and 424 E. Norton Road.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	All required fire safety control measures will be in place.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns with regard to fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.

DEVELOPMENT REVIEW STAFF REPORT

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	It is planned for all drainage to flow into the existing detention facilities located at 422 and 424 E. Norton Road.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above. Per these comments, and depending on the combination of these lots, detention must either be provided on 504 E. Norton Road or runoff must flow to the existing detention located at 422 and 424 E. Norton Road.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	There should not be any additional excessive noises coming from this development. All activities are planned to occur during normal operating times.	Staff does not have any concerns pertaining to the anticipated noise levels associated with the future donation drop-off center, which will largely mirror the noise level associated with an office.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	On-site lighting will be designed to meet the existing City requirements.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting, which will limit the spillover of light along the eastern property line of 504 E. Norton Road due to the adjacent residential zoning/land use. In addition, any future parking stalls which face the east property line will be screened by the proposed six-foot wood privacy fence to be installed as part of the required bufferyard along this property line.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	Any new signage, lighting, or other site improvements will be designed to not increase or hamper traffic flows into and around the property.	City staff does not have any concerns regarding future signage at this location at this time. Per the site plan provided in Attachment 3, no new detached signage has been identified at this time. All future

DEVELOPMENT REVIEW STAFF REPORT

		signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	Any new signage will not affect adjacent properties.	Echoing our response to standard (7), all future signage must comply with the requirements and limitations of Section 36-454, Signs.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	There should be minimal traffic flow and as such, the existing roads should be adequate.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area; however, Traffic has noted that E. Norton Road's right-of-way width is deficient in this area by approximately five feet.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	We do not see that this development will have any adverse effect on the adjacent properties. This property will provide a supportive use for the adjacent property that is owned by the current landowner.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. E. Norton Road is a Secondary Arterial roadway and the subject properties are not located in a traditional residential neighborhood. Where this property abuts single-family zoning to the east, a bufferyard, with privacy screening, will be required to be installed.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining	504 E. Norton Road and the adjacent site the west, 422 and 424 E. Norton Road, are under the same landownership; the expansion of facilities into 504 E. Norton Road will provide a supportive function to the adjacent property. The existing six-foot privacy fence will be	Any future construction on 504 E. Norton Road, contingent upon the approval of Z-12-2023, must meet the requirements and limitations of Section 36-383, R-MD, Medium-density multifamily residential district, which will limit the maximum height of the structure based on the side yard setback provided and will require that at least 20% of the total lot

DEVELOPMENT REVIEW STAFF REPORT

whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	extended along the south property line and along the east property line. Per the City's regulations, a 20-foot-wide landscaped bufferyard will be installed along the east property line.	area be maintained as open space. In addition, due to the adjacent R-SF district to the east, a bufferyard C, at least 15 feet wide and including one (1) canopy tree, two (2) understory trees, two (2) evergreen trees, and ten (10) shrubs every 100 feet, must be installed along the entirety of the east property line.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The development will maintain as much of the existing vegetation and grades as possible, in particular along the south and east property lines.	This site lacks significant natural topographic or physical features. As indicated by the applicant, efforts shall be made to preserve existing vegetation where such vegetation is best preserved due to the adjacent R-SF district to the east.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The property currently has a vacant home on it with some debris. This project will clean up the existing site and should have a positive impact on the adjacent properties.	This site does not contain any significant natural, scenic, or historic features aside from the aforementioned vegetation, which the developer intends to preserve to the greatest extent feasible.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed development will meet the City's zoning requirements as well as the current Building Codes adopted by the City.	Contingent upon the approval of Z-12-2023, 504 E. Norton Road will indeed meet the minimum lot size requirements for the R-MD district. All other regulations noted within the standard will be enforced as part of the building permit review process, which would occur following the approval of a Conditional Use Permit.
15. The proposed conditional use at the	The project location is next to the owner's transitional	As stated by the applicant, this Conditional Use Permit serves to

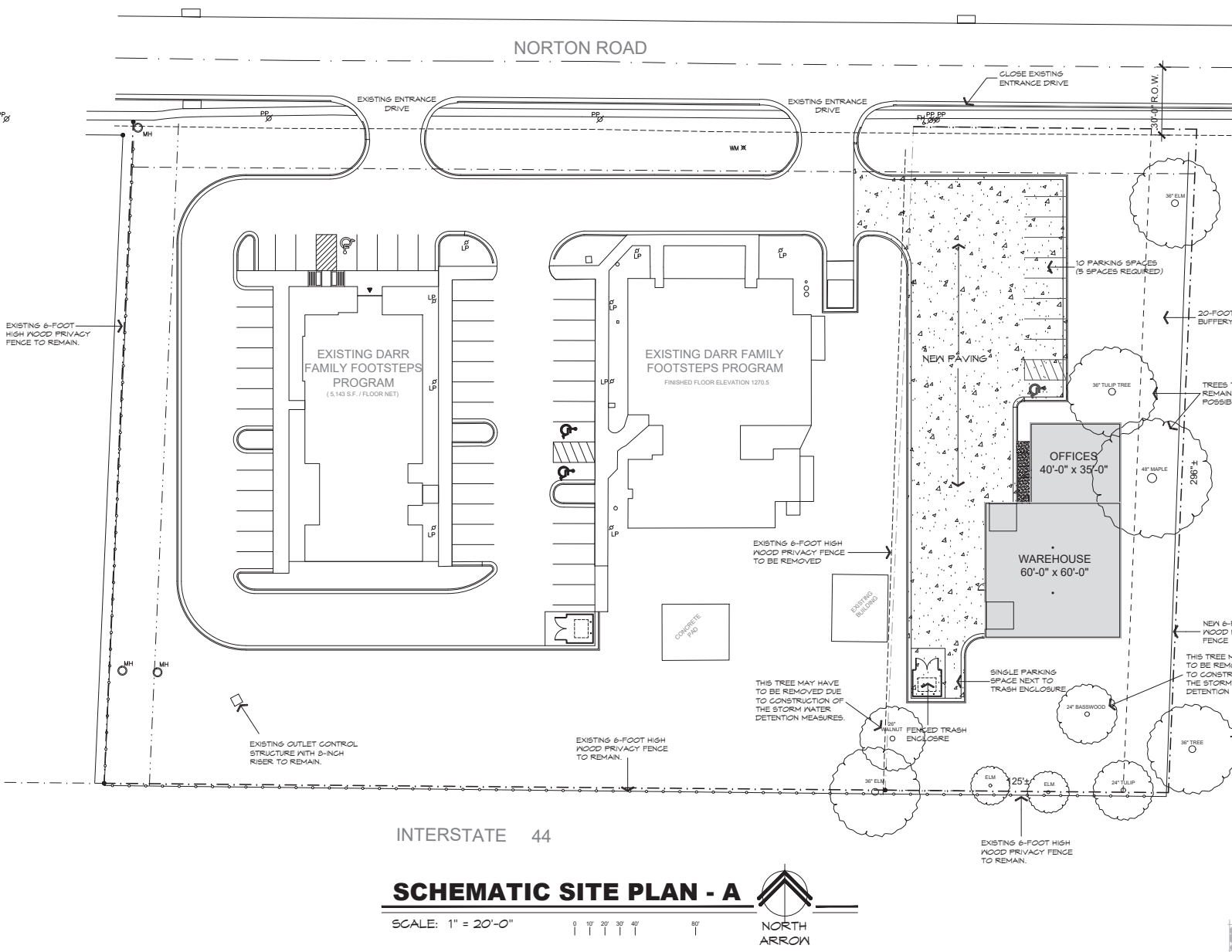
DEVELOPMENT REVIEW STAFF REPORT

specified location will contribute to or promote the welfare or convenience of the public.	housing project and will provide a place for the tenants to obtain needed items as they transition out into their own living quarters.	expand upon the services provided by Good Samaritan Boys Ranch at 422 and 424 E. Norton Road.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	Off-street parking will be provided and screened as required by the Zoning Ordinance.	All off-street parking and loading areas will be reviewed for compliance with the relevant Sections of the Zoning Ordinance during the building permit review process.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	This development will share the existing entrance drive with the adjacent transitional housing project.	As indicated by the applicant and required by Public Works – Traffic, the expansion at 504 E. Norton Road will be required to take access to E. Norton Road through the existing access point located at 422 and 424 E. Norton Road.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	By sharing the existing entrance drive with the adjacent property, there should be no additional traffic hazards nor hazards to pedestrians.	Echoing the statement by the applicant, staff does not anticipate the creation of traffic or pedestrian hazards as a result of the approval of this Conditional Use Permit.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The project is kept out of all known easements, roadways, rail lines, utilities, and public/private rights-of-way.	There is not any known interference with any public rights-of-way or easements.

DEVELOPMENT REVIEW STAFF REPORT

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The existing vacant single-family home will be razed to make room for this development.	This Conditional Use Permit will not involve the conversion of existing structures; rather, the existing structure will be demolished.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	This project will be served by essential public services in the same manner as their adjacent property.	All property involved in this project are already served by the essential public facilities and services necessary to support such a development.

ATTACHMENT 3



SITE REQUIREMENTS

- ZONING**
- CURRENT ZONING - - - - R-SF
 - PROPOSED ZONING - - - - R-SF
- PROPOSED USE**
- DONATION CENTER
- GRADING**
- EXISTING GRADES WILL BE MAINTAINED TO THE BEST ABILITY SO TO PROTECT AS MANY EXISTING QUALITY TREES AS POSSIBLE AND TO MAINTAIN THE CURRENT DRAINAGE OF THE SITE.
- AREA**
- LAND AREA - - - - 36,820 S.F.
 - BUILDING - - - - 9,000 S.F.
 - PARKING AND DRIVE LANES - - - - 12,800 S.F.
 - IMPERVIOUS - - - - 17,100 S.F.
 - OPEN SPACE - - - - 14,440 S.F.
- PARKING REQUIREMENTS**
- OFFICE SPACE: 1 PER 150 S.F.
 - WAREHOUSE: 1 FOR THE EMPLOYEE
 - TOTAL PARKING REQUIRED: 5
 - PARKING PROVIDED: 11
- SIGNAGE**
- IT IS UNKNOWN AT THIS TIME IF THE OWNER WILL USE THE EXISTING MONUMENT SIGN ON THE ADJACENT PROPERTY OR NOT.
 - IF A NEW MONUMENT SIGN IS BUILT, IT IS TO MEET THE CITY'S SIGN REGULATIONS.
- BUFFERYARD AND LANDSCAPING**
- THE LANDSCAPING AND BUFFERYARD WILL MEET THE ZONING ORDINANCE SECTION 56-402. A LANDSCAPE PLAN WILL BE SUBMITTED AS PART OF THE CONSTRUCTION DOCUMENTS. THE FOLLOWING NOTES OUTLINE WHAT IS REQUIRED:
 - FOOT SIDE BUFFERYARD ALONG THE EAST PROPERTY LINE PER CITY ZONING, THE REQUIRED BUFFERYARD TYPE IS 'C'. THE REQUIRED PLANTINGS PER 100 LINEAL FEET IS AS FOLLOWS:
 - 1. CANOPY TREE
 - 2. UNDERSTORY TREES
 - 3. EVERGREEN TREES
 - 4. SHRUBS
 - EACH EXISTING CANOPY TREE LOCATED WITHIN THE BUFFERYARD AREA WILL COUNT TOWARDS THE REQUIRED PLANTINGS. DUE TO THE SIZE OF THE EXISTING TREES, NO ADDITIONAL CANOPY TREES ARE REQUIRED.
 - AS MUCH OF THE EXISTING QUALITY VEGETATION WILL REMAIN AS POSSIBLE.
 - A SIX FOOT TALL PRIVACY WOOD FENCE WILL BE INSTALLED ALONG EAST PROPERTY LINE.
 - THERE IS AN EXISTING WOOD PRIVACY FENCE ALONG THE SOUTH PROPERTY LINE. THIS FENCE WILL REMAIN.
- PROTECTION OF EXISTING TREES**
- TREE PROTECTION WILL CONSIST OF THE INSTALLATION OF FENCING AT THE PERIMETER OF THE TREE CANOPY ADJACENT TO CONSTRUCTION. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING.
- STORM WATER & EROSION CONTROL MEASURES**
- RUN-OFF FROM THE SITE WILL BE DIRECTED TO THE EXISTING STORM WATER CONTROL MEASURES LOCATED ON THE ADJACENT PROPERTY TO THE WEST. THE SOUTH PART OF THE PROPERTY WILL ONLY BE UTILIZED FOR STORM WATER CONTROL IF REQUIRED.
 - EROSION CONTROLS DURING THE CONSTRUCTION WILL BE INSTALLED AND MAINTAINED DURING THE CONSTRUCTION PROCESS.
 - PLANS FOR THE EROSION CONTROL AND THE STORM WATER MEASURES WILL BE SUBMITTED AS PART OF THE CONSTRUCTION DOCUMENTS.
- SITE LIGHTING**
- THE EXTERIOR SITE LIGHTING WILL MEET THE ZONING ORDINANCE SECTION 56-404. A LIGHTING PLAN WILL BE SUBMITTED TO THE CITY AS PART OF THE CONSTRUCTION DOCUMENTS TO SHOW COMPLIANCE.

1736 E. Sunshine,
Suite 311
Springfield, Missouri
65804
Phone: (417) 883-2720
Fax: (417) 883-0161

MWM

MARSHALL WATERS WOODY

ARCHITECTURE PLANNING

MISSOURI STATE CERTIFICATE OF AUTHORIZATION NO. 000728

NEW OFFICE & DISTRIBUTION CENTER

GOOD SAMARTIAN BOYS RANCH

504 EAST NORTON ROAD

SPRINGFIELD, MISSOURI

date

4-27-2023

revised

drawn

MEG

checked

BY

comm.

no.

73.03

sheet

of

ATTACHMENT 4
AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 20, 2023 at 4:00 pm
3. Meeting Location: 420 E. Norton Road
4. Number of invitations that were sent: 26
5. How the mailing list was generated: Generated by the city.
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

None

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

N/A

I, William Woody (print name), attest that the neighborhood meeting was held on 04/20/2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

William L_ Woody

Digitally signed by William L_ Woody
DN: C=US, O="Marshall-Waters-Woody Assoc., Inc.",
CN=William L_ Woody, E=bwoody@mwwarch.com
Reason: I attest to the accuracy and integrity of this document
Location: your signing location here
Date: 2023-04-21 15:25:43
Foxit PhantomPDF Version: 9.7.5

Signature of person completing affidavit

William Woody

Printed name of person completing affidavit

Rezoning@504 E. Norton Rd., Springfield, Missouri

20 April 2023

4:00-6:30PM

[illegible]

EXPLANATION TO COUNCIL BILL 2023-135 (MCGULL)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Planning and Zoning Commission and Staff recommend approval.) (By: City of Springfield; Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue; Z-11-2023/Rountree Urban Conservation District.)

PURPOSE: To amend Urban Conservation District No. 2, Rountree Urban Conservation District to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: Z-11-2023/ROUNTREE URBAN CONSERVATION DISTRICT

In the Spring of 2015, the Rountree Neighborhood Association Board asked City Council to initiate a review and consider amending the Rountree Neighborhood Plan and the Rountree Urban Conservation District. In January 2017, City Council directed staff to move forward with an update to the Rountree Neighborhood Plan and bring forward recommendations for amendments to the Rountree Urban Conservation District ("UCD"). In the Spring of 2018, H3 Studio Inc. was hired to assist the City with an independent study of the National Avenue and Cherry Street corridors and provide recommendations for planning tools and regulatory strategies that aid in creating the desired development patterns along each corridor with the goal of promoting sustainable, mixed-use, pedestrian-oriented development opportunities. The Rountree Neighborhood Plan, including H3's recommendations, was adopted by City Council in November 2018.

Some of the key recommendations in the Rountree Neighborhood Plan are:

- Expansion of the Rountree Urban Conservation District (UCD) to include additional residential property to the east and north to include Elm Street
- Establish UCD regulations to facilitate the development of building types of complementary scale and character along National Avenue

- Establish UCD regulations to facilitate dense, walkable, mixed-use nodes along National Avenue at Elm/Cherry Street and Grand Street to support National Avenue as a future Public Transportation Corridor
- Amend the Rountree UCD to incorporate design-based principles to guide development along Cherry and Elm Streets
- Establish UCD regulations to support mixed-uses along Cherry and Elm Streets between National Avenue and the railroad tracks
- Pursue adoption of residential infill and rehabilitation development guidelines through an amendment to the Rountree UCD to ensure remodels and infill development are of the desired quality and character for the neighborhood
- Consider expansion of the Cherry/Pickwick Commercial Area to include additional properties to the west on Cherry, north on Pickwick and along Elm Street.
- Establish UCD regulations to continue to support mixed-use development and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node.

The process to update the Rountree Urban Conservation District, which was originally designated in 1985, began in 2018 after the adoption of the Neighborhood Plan.

If approved, this amendment would expand the boundaries of the Rountree UCD to the north to include both sides of Elm Street and to the east to include additional properties along Kentwood and Fairway east of Delaware Avenue. This amendment will also modify the text within the UCD to modernize the regulations to be consistent with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan which focus on form and design and creating quality places.

Two stakeholder committees met approximately 15 times over the past several years during the development of this proposed amendment with a public open house held in December 2022 to share the recommendations of staff and the committees with the rest of the neighborhood.

Staff recommends approval of this amendment to the Rountree Urban Conservation District based on its consistency with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 to 0.

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

Submitted By: Alana Owen, Senior City Planner



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. Z-11-2023 Rountree Urban Conservation District_ord
 2. Z-11-2023_Exh A
 3. Z-11-2023_Exh B
 4. Z-11-2023_Exh C

One-rdg. _____
P. Hrngs. X
Pgs. 71
Filed: 05-30-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-135

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code and Urban Conservation
2 District No. 2, generally referred to as the Rountree Urban Conservation
3 District, by rezoning an area of land generally bounded by National
4 Avenue on the west, Grand Street on the south, Glenstone Avenue on
5 the east, and Elm Street on the north, to expand the boundary of Urban
6 Conservation District No. 2 and to adopt a new set of Rules and
7 Regulations pertaining to land uses within said District; and adopting an
8 updated Official Zoning Map. (Planning and Zoning Commission and
9 Staff recommend approval.)
10 _____
11

12 WHEREAS, City Council adopted the Rountree Neighborhood Plan ("Original
13 Plan") and established the Rountree Urban Conservation District ("District") on July 22,
14 1985; and
15

16 WHEREAS, City Council adopted Resolution 10204 on March 23, 2015, initiating
17 review and modification of the Plan and District; and
18

19 WHEREAS, City Council adopted Resolution 10331 on June 20, 2017, initiating
20 amendments to the District; and
21

22 WHEREAS, City Council adopted Resolution 10393 on August 7, 2018, declaring
23 an intent to consider expansion of the District to include additional property to the north
24 and east of the District; and
25

26 WHEREAS, City Council adopted an updated Rountree Neighborhood Plan
27 ("Updated Plan") by Resolution 10414 on November 19, 2018, and this Updated Plan
28 included recommendations related to the expansion of the District and amendments to
29 the District's regulations; and
30

31 WHEREAS, public meetings have been held, and input has been received from
32 stakeholders regarding the expansion of the District and modification of the District's
33 regulations; and

34 WHEREAS, following proper notice, a public hearing was held before the
35 Planning and Zoning Commission on May 11, 2023, a copy of the Record of
36 Proceedings from said public hearing being attached hereto and incorporated herein by
37 this reference as "Exhibit B," and the Commission recommended approval of the
38 expansion of the District boundaries and amendments to the District's regulations; and
39

40 WHEREAS, proper notice has been given of a public hearing before City Council
41 and said hearing was held in accordance with the law.
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
44 SPRINGFIELD, MISSOURI, as follows, that:
45

46 Section 1 – All prior Ordinances setting forth the Rules and Regulations
47 pertaining to land uses within Urban Conservation District No. 2 are repealed in their
48 entirety.
49

50 Section 2 – The property described in "Exhibit A," attached hereto and
51 incorporated herein by this reference, is hereby designated as Urban Conservation
52 District No. 2. Springfield Land Development Code, Section 36-306, 'Official zoning map
53 and rules for interpretation,' is hereby amended, changed, and modified consistent with
54 this Ordinance.
55

56 Section 3 – City Council hereby directs the City Manager, or designee, to update
57 the City's digital zoning map to reflect this zoning designation, and City Council adopts
58 the map thereby amended as the Official Zoning Map of Springfield, Missouri, as
59 provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning
60 maps and rules of interpretation.
61

62 Section 4 – The Official Zoning Map herein adopted shall be maintained and
63 archived in the same digital form in which this Council has approved its adoption.
64

65 Section 5 – The Springfield Land Development Code is hereby amended and
66 modified by the adoption of the Rules and Regulations set forth in "Exhibit C –
67 Attachment 1," which is attached hereto and incorporated herein by this reference, for
68 the property designated Urban Conservation District No. 2 and described in "Exhibit A."
69

70 Section 6 – Savings Clause. Nothing in this Ordinance shall be construed to
71 affect any suit or proceeding now pending in any court or any rights acquired, or liability
72 incurred nor any cause or causes of action accrued or existing, under any act or
73 ordinance repealed hereby, or shall any right or remedy of any character be lost,
74 impaired, or affected by this Ordinance.
75

76 Section 7 - Severability Clause. If any section, subsection, sentence, clause, or
77 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
78 affect the validity of the remaining portions of this Ordinance. City Council hereby
79 declares that it would have adopted the Ordinance and each section, subsection,

80 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
81 sections, subsections, sentences, clauses, or phrases be declared invalid.

82
83 Section 8 – This Ordinance shall be in full force and effect from and after
84 passage.

85
86 Passed at meeting: _____

87
88 _____
89 Mayor

90
91 Attest: _____, City Clerk

92
93 Filed as Ordinance: _____

94
95
96 Approved as to form: Jill Bunn, Assistant City Attorney

97
98
99 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A
LEGAL DESCRIPTION
Z-11-2023

Rountree Neighborhood UCD Boundary

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of

Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of

said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea A

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1, being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

And also the following;

Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea B

Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea C

Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner

of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

Subarea D

Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in

George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of-way line of Elm Street; thence north to the point of beginning.

Subarea E

Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117,

on the north right-of-way line of Lombard Street: thence southeasterly to the northeast corner of Lot 24 in Parkhazel Addition, as recorded, on the west right-of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right-of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the

north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street; thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

Subarea F

Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of

Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 feet east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said

Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way line of Fairway Avenue, being the southwest corner of Lot 72 in said Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said

Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-11-2023

National Avenue on the west; Grand Street on the south; Glenstone Avenue on the east and Elm Street on the north (Rountree UCD)

Applicant: City of Springfield

Ms. Owen stated that the Rountree Urban Conservation District (UCD) was designated in 1985 alongside the original neighborhood plan and has been amended several times over the years. An UCD is an overlay district designated to protect the neighborhood:

- Expansion of Rountree UCD to east and north.
- Facilitate the development of building types of complementary scale and character along National Avenue.
- Facilitate dense, walkable, mixed-use nodes along National at Elm/Cherry Street and Grand Street.
- Incorporate design-based principles to guide development.
- Support mixed use along Cherry and Elm Streets.
- Pursue adoption of residential infill development guidelines.
- Consider expansion of Cherry/Pickwick Commercial Area.
- Continue to support mixed-use development and re-investment that focuses more on design than land use at Cherry/Pickwick.

Mr. Knuckles asked about existing zoning in the area.

Ms. Owen stated that the zoning districts are not changed with the UCD.

Mr. Scott followed up by saying that the UCD is more flexible.

Mr. Jobe opened the public hearing.

Ms. Peggy Wise, 747 S. Fairway, president of Rountree Neighborhood Association and a resident since 1967 and worked with the planning staff, steering committees, commercial and residential committees and met extensively.

Mr. Nichols asked about Elm Street being expanded into the UCD.

Ms. Wise noted that quite a few residents on Elm Street asked to be included in the UCD.

Mr. Scott asked if any of the residents should be aware of any design standards.

Ms. Wise stated that they have had multiple meetings (Rountree monthly meetings) and went over what was discussed with the neighborhood.

Mr. John Platz, 1255 S. Elm, noted that he missed the notice about the meetings and noted that he had concerns regarding possible added restrictions (workshop/garage).

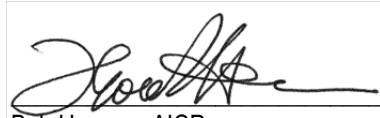
Ms. Louise Knauer, 944 S. Weller Avenue, has been a resident for 33 years and was part of the initial process and grateful for the City's support.

Ms. Laurel Bryant, 1014 S. Weller Avenue, has been a resident for 29 years and believes the UCD will add value to the neighborhood and was both the residential and commercial steering committee and noted that Rountree has a higher percentage of home ownership than the city's average.

Mr. Jeff Bentley, 1322 S. Delaware, noted that Rountree is the heart of the area and believes it will improve property value, add more growth and development and be more of a walkability community.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Z-11-2023 (National Avenue on the west; Grand Street on the south; Glenstone Avenue on the east and Elm Street on the north (Rountree UCD)). Mr. Pauly seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line. The signature is fluid and cursive.

Bob Hosmer, AICP
Planning Manager

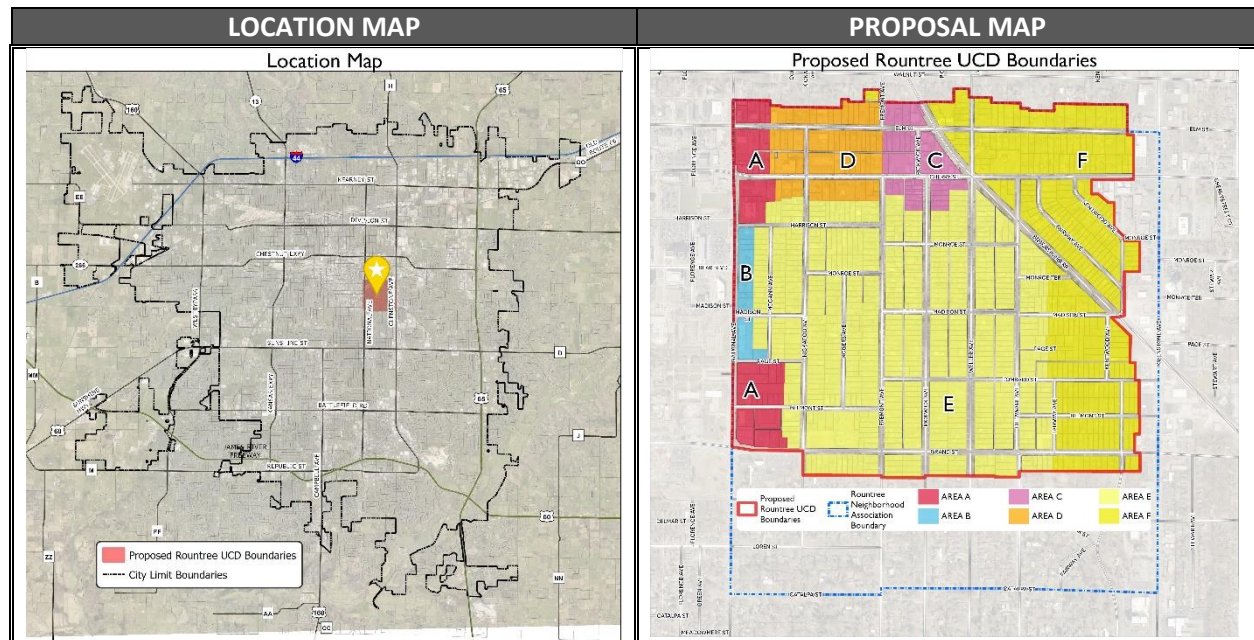
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Z-11-2023/Rountree Urban Conservation District
Location:	Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue
Total Acres:	Approximately 312 acres
Applicant:	City of Springfield
Existing Land Use:	Residential and non-residential uses
Neighborhood Meeting:	December 14, 2022
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Alana Owen, AICP Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

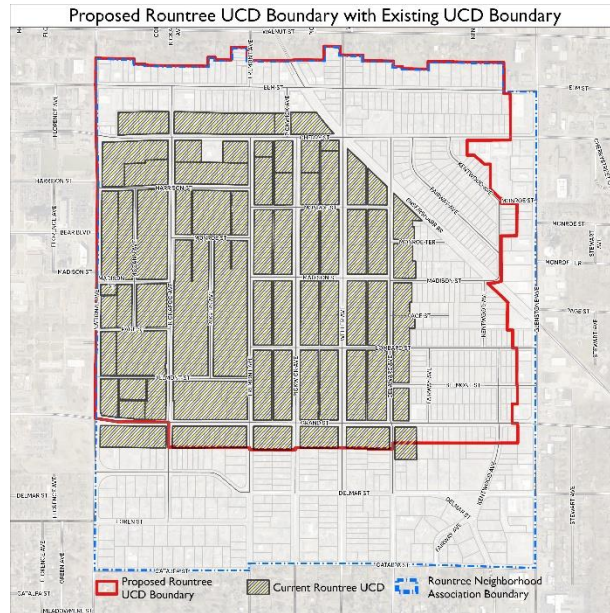
PROJECT SUMMARY:

Expand the boundaries of the Rountree Urban Conservation District to include additional area to the north and east and to amend the Rountree Urban Conservation District text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access and parking standards, screening, bufferyards and signage.



DEVELOPMENT REVIEW STAFF REPORT

EXISTING AND PROPOSED UCD BOUNDARY MAP



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

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COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Forward SGF Comprehensive Plan identifies three different placetypes within the Rountree UCD. The northwest quadrant of the UCD, including the Cherry and Elm corridors between Cherry/Pickwick and National Avenue, is identified as the Mixed Residential placetype. This placetype includes a variety of housing types and densities as well as some supporting neighborhood commercial uses. The Cherry/Pickwick neighborhood commercial node is identified as the Mixed-Use placetype. Areas within this placetype are characterized by a diverse mix of uses with buildings located close to the street with context sensitive designs to emphasize the pedestrian and public realm. The remainder of the area within the UCD is identified as Center City neighborhood placetype. The Center City Neighborhood placetype is characterized by housing stock of varying conditions, age and affordability and neighborhood-serving retail services at key intersections. Priority within these neighborhoods is given to the pedestrian environment and planning for these neighborhoods should strive to support building types that make these neighborhoods more complete. Within the Center City Neighborhood placetype, neighborhood scale commercial uses should be considered at locations where neighborhood hubs already exist and along the edges of the neighborhood.

The guiding principle of the Forward SGF Comprehensive Plan is Quality of Place. Quality of Place is defined by the built environment and the community's ability to provide amenity-rich neighborhoods and commercial districts. The components of creating Quality of Place are supporting the creation of complete neighborhoods, fostering stewardship and neighborhood reinvestment, and creating a vital economy. Implementation of these regulations within the Rountree neighborhood are directly correlated to creating a Quality of Place in this neighborhood in the heart of the city.

This proposed amendment is consistent with several goals and recommendations found in the Housing & Neighborhoods Chapter of the Forward SGF Comprehensive Plan. Goal 1 within the Chapter recommends the support of the creation of complete neighborhoods by creating and expanding neighborhood amenities, fostering walkable neighborhoods and beautifying neighborhoods. This proposed amendment promotes the continued effort to highlight and preserve the Cherry/Pickwick neighborhood commercial node as well as to provide additional opportunities for mixed-use along Cherry and Elm Streets. Goals 2 and 3 recommend diversifying housing choices and revitalizing Springfield's neighborhoods. The Plan recommends context-sensitive design with new and rehabilitated housing seamlessly blending in with the character of surrounding properties. The Plan emphasizes that attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

Goal 4 of the Economic Development Chapter of Forward SGF is to support reinvestment in and the growth of neighborhood commercial hubs. This chapter recommends the City establish design standards for neighborhood commercial hubs and redevelopment located on neighborhood edges. The Plan recommends such considerations as siting, orientation, facades, parking, screening and buffering as well as building height and transparency standards on facades.

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STAFF ANALYSIS AND RECOMMENDATION:

In the Spring of 2015 the Rountree Neighborhood Association Board asked City Council to initiate a review and consider amending the *Rountree Neighborhood Plan* and the Rountree Urban Conservation District. In January 2017 City Council directed staff to move forward with an update to the *Rountree Neighborhood Plan* and bring forward recommendations for amendments to the Rountree Urban Conservation District (UCD). In the Spring of 2018, H3 Studio Inc. was hired to assist the City with an independent study of the National Avenue and Cherry Street corridors and provide recommendations for planning tools and regulatory strategies that aid in creating the desired development patterns along each corridor with the goal of promoting sustainable, mixed-use, pedestrian-oriented development opportunities. The Rountree Neighborhood Plan, including H3's recommendations, was adopted by City Council in November 2018.

Some of the key recommendations in the *Rountree Neighborhood Plan* are:

- Expansion of the Rountree Urban Conservation District (UCD) to include additional residential property to the east and north to include Elm Street
- Establish UCD regulations to facilitate the development of building types of complementary scale and character along National Avenue
- Establish UCD regulations to facilitate dense, walkable, mixed-use nodes along National Avenue at Elm/Cherry Street and Grand Street to support National Avenue as a future Public Transportation Corridor
- Amend the Rountree UCD to incorporate design-based principles to guide development along Cherry and Elm Streets
- Establish UCD regulations to support mixed-uses along Cherry and Elm Streets between National Avenue and the railroad tracks
- Pursue adoption of residential infill and rehabilitation development guidelines through an amendment to the Rountree UCD to ensure remodels and infill development are of the desired quality and character for the neighborhood
- Consider expansion of the Cherry/Pickwick Commercial Area to include additional properties to the west on Cherry, north on Pickwick and along Elm Street
- Establish UCD regulations to continue to support mixed-use development and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node

The process to update the *Rountree Urban Conservation District* began after the adoption of the Neighborhood Plan with the formation of two stakeholder committees – one focused on the residential core of the neighborhood and one focused on the edges of the neighborhood. The committees met approximately 15 times over the past several years with a public open house held in December 2022 to share the recommendations of staff and the committees to the rest of the neighborhood.

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The existing UCD was originally approved in 1985 and has been amended several times in the years since. If approved, this amendment would expand the boundaries of the Rountree UCD to the north to include both sides of Elm Street and to the east to include additional properties along Kentwood and Fairway east of Delaware Avenue. This amendment will also modify the text within the UCD to modernize the regulations to be consistent with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan which focus on form and design and creating quality places. The following is a summary of the proposed UCD amendment.

Establishment of Subareas

The Rountree UCD is comprised of unique character areas with varying patterns of development and visions as established in the Rountree Neighborhood Plan. To better regulate these areas, the UCD is divided into six reconfigured subareas, Subareas A through F. The purpose for the subareas is to capitalize on the unique character of each area of the UCD and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subarea A: This subarea is characterized by a mix of non-residential and multi-family development and serves as the bookends to the development along National Avenue at Elm, Cherry and Grand Streets. The intent for the regulations within subarea A is to regulate the physical form to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge.

Subarea B: This subarea is located along National Avenue between Harrison and Page Streets and is comprised of a mix of multi-family and non-residential uses. The intent for the regulations within Subarea B is to provide for sensitive and respectful infill development which is complementary to the scale and character of the area and provides for a transition to the single-family homes along McCann Avenue.

Subarea C: This subarea is located around the Cherry/Pickwick neighborhood center. This subarea is proposed to be expanded, as recommended in the Rountree Neighborhood Plan, to include additional properties to the east and west along Cherry and north along Elm. This area is designed to provide for sensitive and respectful infill development within this dense, urban, mixed-use, vibrant gathering space within the neighborhood.

Subarea D: This subarea is comprised of properties along Cherry and Elm Streets between the Cherry/Pickwick neighborhood center and National Avenue. This subarea is characterized by a mix of primarily multi-family and single-family development. The regulations for this subarea are to provide for sensitive and respectful infill development which allows for a greater range of housing types and mixed-use that is complementary to the neighborhood.

Subareas E and F: These subareas are comprised of the single-family residential core of the neighborhood. Subarea E generally includes the area that is in the existing UCD, and subarea

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F includes the area to the east in the proposed expansion area. These subareas are characterized by a diverse single-family housing stock and the intent of these subareas is to promote the continued status of the area as single family residential. Residential infill design guidelines are proposed as part of this amendment that would ensure that infill housing is compatible and complementary to the existing housing.

Permitted and Conditional Uses

Table 1 identifies permitted and conditional uses within subareas A through D. The uses permitted within each subarea reflect the unique character of the area and provide for a transition from the edges of the neighborhood along National, Elm and Cherry Streets to the core single-family residential area to the east and south. Subareas A and B allow a mix of multi-family and non-residential land uses along National Avenue and at the intersections of National with Elm, Cherry and Grand Streets. Subarea C is the Cherry/Pickwick neighborhood center and serves as a focal point of the Rountree neighborhood. Residential and non-residential uses are permitted as stand-alone uses and mixed-use buildings are permitted within this subarea. Subarea D allows for a mix of single-family and multi-family as stand-alone uses and non-residential uses as part of a mixed-use building. Currently these areas allow primarily single-family and multi-family development. This amendment will provide the opportunity for mixed-use development within this subarea. Subareas E and F are the single-family residential core of the neighborhood and the uses permitted within these areas will remain.

Building and Lot Standards

The proposed Bulk Standards for subareas A through D are outlined in Section C, Building and Lot standards. The standards within these subareas are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the streets by bringing the buildings forward to the street and requiring parking to be placed behind the building. The setbacks proposed in Subareas E and F are shown in Table 3 and are reflective of the existing residential development within these subareas.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. The maximum height within Subarea A is five stories, which is the most intense permitted within the UCD due to its location along National Avenue and the intended development of these nodes. Subarea B permits a maximum of four stories along the National Avenue frontage. Subareas C and D permit a maximum height of three stories to ensure that development is sensitive to and in character with the neighborhood. The maximum height within Subareas E and F is three stories as is permitted in the R-SF, Single Family Residential District.

Building Orientation, Materials, Siting and Design

The additional flexibility and creativity that is afforded in the use and site design within Subareas A through D is in exchange for development standards intended to ensure high-quality design that fosters a sense of place and ensures quality development within the neighborhood. The regulations require all principal buildings to be oriented toward the primary street to create interest and a focal point along the street. The regulations also establish exterior building

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material requirements within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the edges of the neighborhood and is consistent with the regulations approved in the Grant Avenue Parkway District and recommendations of Rountree Neighborhood Plan and Forward SGF Comprehensive Plan. Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are also included within this district, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Regulations within Subareas E and F aim at ensuring infill development is consistent and complementary to the existing residential fabric of the neighborhood. Primary pedestrian entrances for homes are required to be located off a porch, stoop, or side porch. The district also includes requirements for homes to exhibit a unique identity from surrounding homes while having a similar roof pitch, porch size and garage size and placement as those commonly found within the neighborhood. In addition, a maximum lot width of 100 feet has been established within Subareas E and F for any new lots created to ensure that infill development is in scale with the surrounding homes and the residential streetscape of the neighborhood is preserved.

Off-Street Parking

Off-street parking within Subareas A through D within the district is required to be located to the rear of the principal building. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along the primary streets to a minimum. Off-street parking within Subareas A through D is not required for non-residential uses less than 7,500 square feet for office uses and less than 3,000 square feet for retail uses. One parking space within each of the subareas is required for each dwelling unit. The parking requirements are intended to foster more pedestrian, walkable, and bikeable areas within the neighborhood while still accommodating vehicle use.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development when adjacent to single-family uses. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with

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plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses.

Signs

Signage within the District is consistent with what is already permitted in the existing UCD. The signage is intended to be sensitive to the character of the surrounding neighborhood while still providing advertisement for the tenants of the buildings.

This proposed amendment will fulfill the implementation of the recommendations contained in the Rountree Neighborhood Plan as well as the Forward SGF Comprehensive Plan. The proposed regulations represent several years of work of staff with stakeholder committees to determine the best set of regulations to preserve the unique character of the Rountree neighborhood while accommodating mixed use, pedestrian friendly, walkable mixed-use at the Cherry/Pickwick node and along the edges of the neighborhood.

Approval of this amendment will rezone the subject properties to include the Rountree Urban Conservation District as an overlay zoning district with the new regulations contained therein. The underlying zoning on the subject property will not change.

STAFF RECOMMENDATION:

1. Staff recommends approval of this amendment to the Rountree Urban Conservation District based on its consistency with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with this request:

1. Recommend against the proposed amendment to the Rountree Urban Conservation District.
2. Recommend a change in the proposed amendment to the Rountree Urban Conservation District.
3. Recommend a change in the Rountree Urban Conservation District together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

Attachments:

Attachment 1 – Proposed Rountree Urban Conservation District

Attachment 2 – Correspondence

This aerial map illustrates the East Side of Bear River, Utah, with six distinct planning areas labeled A through F. The map includes a grid of streets and a blue boundary line. The planning areas are color-coded: A (red), B (blue), C (purple), D (orange), E (green), and F (yellow). The map also shows the BNSF Railroad and the location of Phelps Grove Park and Miles Park.

Streets shown on the map:

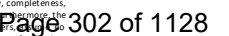
- East-West Streets:** E WALNUT ST, E ELM ST, E HARRISON ST, E BEAR BLVD, E MADISON ST, E MONROE ST, E MADISON ST, E LOMBARD ST, E BELMONT ST, E GRAND ST, E DELMAR ST, E CATALPA ST, E LOREN ST.
- North-South Streets:** S JOHN Q HAMMONS PKWY, S NATIONAL AVE, S MCCANN AVE, S KICKAPOO AVE, S ROGERS AVE, S FREMONT AVE, S PICKWICK AVE, S DELAWARE AVE, S KENTWOOD AVE, S GLENSTONE AVE, S DYSART AVE, S GRANDVIEW AVE, S WILDAN AVE, S LINK AVE, S LUSTER AVE, S STEWART AVE, S CRUTCHER AVE, S KINGS AVE.
- Other Streets:** E CHERRY ST, S FAIRWAY AVE, S KENTWOOD AVE, E MONROE TER, E PAGE ST, S CRUTCHER AVE, S WILDAN AVE, S LINK AVE, S LUSTER AVE.

Planning Areas:

- A:** Red areas in the northwest and southwest.
- B:** Blue area in the west.
- C:** Purple areas in the north and center.
- D:** Orange areas in the north and center.
- E:** Green areas in the center.
- F:** Yellow areas in the east.

Other Features:

- BNSF RR:** A diagonal line running from the center to the southeast.
- Phelps Grove Park:** Located in the southwest corner.
- Miles Park:** Located in the northeast corner.



Attachment 1

Rountree Urban Conservation District (UCD)

DRAFT

5-2-23

DRAFT

Section 1 – The property described in this section is designated as Urban Conservation District No. 2. Urban Conservation District No. 2 shall also be known as and depicted on maps as the Rountree Urban Conservation District. Property in the Rountree Urban Conservation District shall be subject to the provisions herein and in Section 36-403, Urban Conservation District, of the Springfield Land Development Code. The Rountree Urban Conservation District is described as follows:

Rountree Urban Conservation District
Legal Description

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0

feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot

4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Section 2 – The following subareas are hereby established within the Rountree Urban Conservation District, to be known as Subareas A, B, C, D, E and F. These subareas are described as follows:

Subarea A

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1,

being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

And also the following;

Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea B

Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea C

Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

Subarea D

Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of

said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of-way line of Elm Street; thence north to the point of beginning.

Subarea E

Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware

Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117, on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 24 in Parkhazel Addition, as recorded, on the west right-of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right-of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said

Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street; thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

Subarea F

Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 feet east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-

way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way line of Fairway Avenue, being the southwest corner of Lot 72 in said

Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

Section 3 – Rountree Urban Conservation District Zoning Regulations

A. Applicability

1. The regulations in this district shall have the same force and effect as the Zoning Code - Urban Conservation District regulatory framework set forth in Section 36-403 and with the Land Development Code as a whole.
2. The extent to which compliance with the regulations herein is required shall be as follows:
 - a. All new development requires full and complete compliance with all applicable regulations;
 - b. Expansion or enlargement of an existing building (not to exceed 30% of the total floor area) shall be exempt from the building and lot standards and design standards;

- c. Redevelopment which replaces an existing building in the same footprint (within 10%) shall not be required to meet parking setback requirements within Subarea C.
- d. Any change of use of a property requires compliance with all parking and loading, screening, fencing, and signage standards;
- e. Façade changes to existing buildings require compliance with all applicable façade regulations.
- f. In the event that a dwelling existing as of June 5, 2023 is subsequently destroyed or damaged, that dwelling may be reconstructed or repaired in substantial conformance with its location on the lot, size, and general appearance prior to such destruction or damage without requiring compliance with these regulations, provided that such plans for the reconstruction or repair must be submitted to the Director of Planning and Development for determination of such substantial conformance.

B. General Provisions

These regulations shall supplement the Zoning Ordinance and shall, together with the Zoning Ordinance, govern and control the use and development of land throughout the Rountree Urban Conservation District. In the event of a conflict between these regulations and the Zoning Ordinance for property in the Rountree Urban Conservation District, these regulations shall control. In the event of a conflict between these regulations and provisions in an individual planned development district in the Rountree Urban Conservation District, the provisions of the planned development shall control.

C. Permitted and Conditional Uses

Only those uses stated within Sections 4 and 5 herein shall be permitted by right or conditional use permit.

D. Nonconforming Uses

Any use in the Rountree Urban Conservation District nonconforming under General Ordinance 3645 shall have been registered with the Director of Building Development Services by July 1, 1986. Any uses not registered by that date shall be presumed illegal. Nonconforming uses shall adhere to Section 36-457 of the Zoning Ordinance.

E. Site Plan Review

1. **Applicability:** The site plan review and approval process set forth in Section 36-360 shall be required for any permitted, accessory, or conditional uses in the Rountree Urban Conservation District. No activities or uses, except for temporary uses allowed in the District, shall be exempt from this requirement.
2. **Submittal Requirements:** In addition to the requirements set forth in Section 36-360(5), the applicant shall be required to submit a building elevation plan showing the height, façade, exterior building materials, signage, and window specifications for all proposed buildings within Subareas A through D.
3. **Review Criteria:** In addition to the review criteria set forth in Section 36-360(7), the site plan

review process shall include a review of whether the proposed development aligns with the Rountree Neighborhood Plan, including conformity with the following review criteria:

- a. Existing buildings proposed to be converted to another use must meet all fire, health, building, plumbing, and electrical requirements of the City.
- b. The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private rights-of-way
- c. The proposed site plan is not injurious to or detrimental to the use and enjoyment of surrounding property
- d. The circulation elements of the proposed site plan for not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconveniences to vehicular and pedestrian travel.
- e. The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
- f. The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
- g. The proposed site plan does not create drainage or erosion problems on or off the site.

4. Registration of Rental Property

All owners of rental housing in the Rountree Urban Conservation District must register said property with the City Manager as required by City Code Sections 74-351 and 74-352, as amended from time to time.

Section 4 – Subarea A through D Regulations

A. Permitted and Conditional Uses. The following key is to be used in the interpretation of Table 1, Permitted and Conditional Uses Subareas A through D, in this section.

1. Permitted Uses. Uses which are marked as “P” in the table shall be allowed in a subarea subject to all application regulations herein.
2. Conditional Uses. Uses which are marked as “C” in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-363.
3. Uses Not Listed. If a proposed use is not listed in the table, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
4. Conversions. Structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.
5. Additional Regulation. If uses have specific standards, such standards are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P
Entertainment Oriented use group, stand alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P
General Office use group, stand alone		P	P	P	
General Office use group as part of a mixed use		P	P	P	P
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	B.1. below	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Car Sales/Rental					
Gas Station		P			
Temporary Uses					
Farm Stand	B.2. below	P	P	P	P
Food Truck		P	P	P	P

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

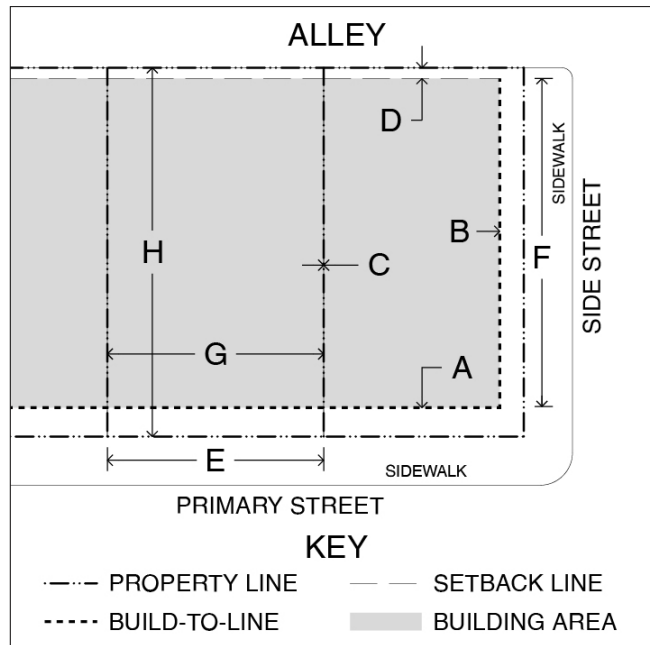
B. Use Specific Standards

1. Commercial Off-Street Parking Lots. Commercial off-street parking lots adjacent to public rights-of-way, excluding alleys, shall provide the following:
 - a. A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - b. Four (4) understory trees shall be planted for every one hundred (100) lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way, and additional plantings shall be clustered at points of pedestrian ingress and egress.
 - c. Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.
 - d. To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way .
2. Farm Stand.
 - a. Farm products sold. Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.
 - b. Farm stand structure. A structure associated with a farm stand shall not have a floor area greater than one hundred (100) square feet.

C. Building and Lot Standards

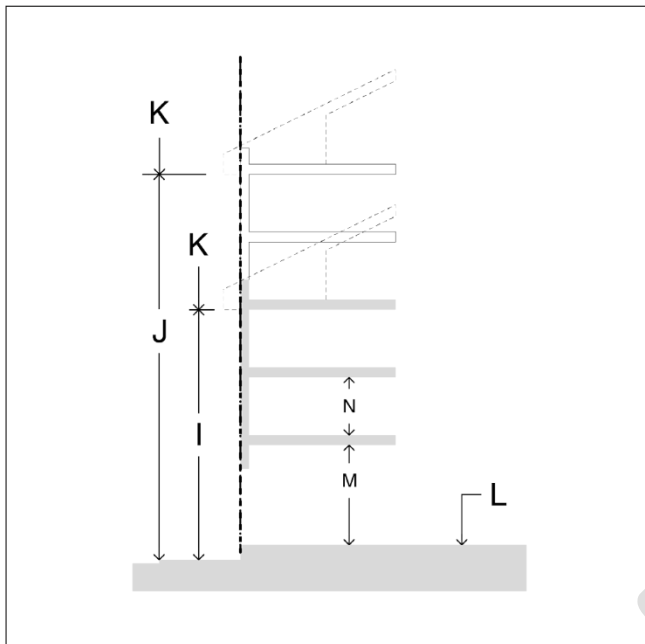
1. Subarea A. This subarea is characterized by a mix of non-residential and multi-family development and bookends the development along National Avenue. The intent of the regulations for this subarea is to regulate the physical form in order to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge. This subarea is designated to provide for sensitive and respectful development that allows for walkability and concentrated density to support National Avenue as a future Public Transportation Corridor in the neighborhood.

Subarea A Building Placement - Figure 1



- a. Build-to-Line:
 - Primary Street: Fifteen (15) feet [A]
 - Side Street: Ten (10) feet [B]
 - To match average front façade line of the block face
- b. Setbacks:
 - Side Setback: Zero (0) foot minimum; Ten (10) foot maximum [C]
 - Applicable to principal and accessory structures
 - Rear Setback: Five (5) foot minimum [D]
 - Applicable to principal structure only
- c. Building Form:
 - Primary Street: At least eighty-five (85) percent of Build-to-Line [E]
 - Side Street: At least eighty-five (85) percent of Build-to-Line [F]
 - Lot Width: per existing [G]
 - Lot Depth: per existing [H]

Subarea A Building Height - Figure 2



d. Building Height:

Minimum: Two (2) stories or Thirty-two (32) feet [I]

Maximum: Five (5) stories or sixty-eight (68) feet [J]

- Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH District

e. Maximum from Bottom of Eave to Top of Parapet or Roof: Fifteen (15) feet maximum [K]
Finished Ground Floor Level: Six (6) inch maximum; however, if residential on the first floor must be at least three (3) to six (6) feet [L]

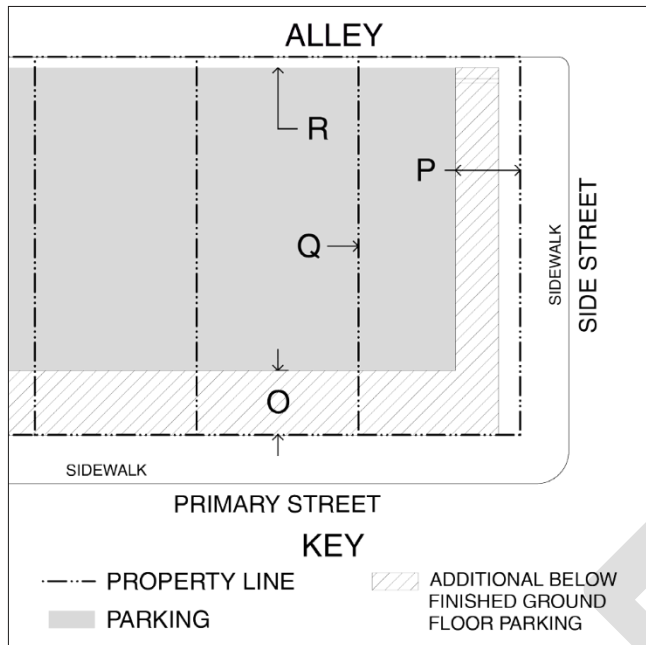
- Measured from elevation of back of sidewalk or adjacent lot level.

f. Ceiling Heights:

First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]

Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea A Parking Requirements - Figure 3



g. Parking Location:

Primary Street Setback: Fifty (50) feet maximum [O]

Side Street Setback: Ten (10) feet maximum [P]

Side setback: Zero (0) feet if surface lot [Q]

Rear setback: Five (5) feet minimum [R]

- Above-grade parking garages must match build-to-line and setbacks
- At-grade parking lots must match the parking location requirements above
- Below-grade parking garages must match build-to-line and setbacks
- Per principal structure if structured parking

h. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- >7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

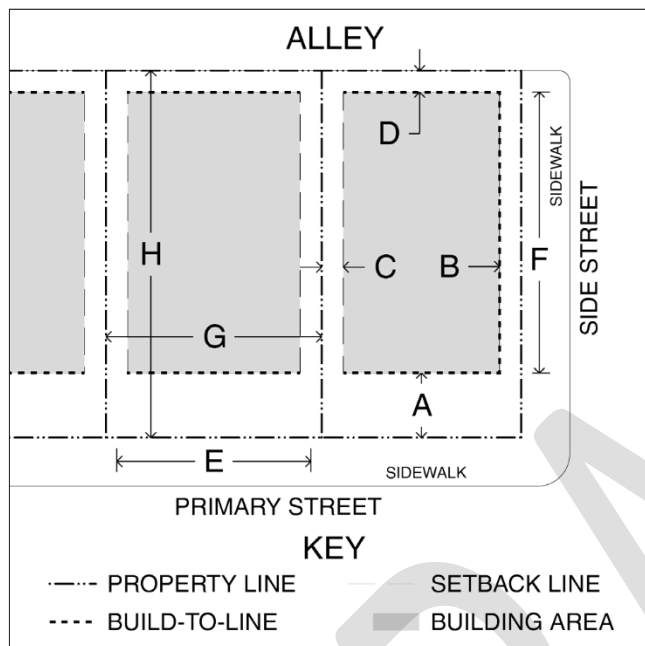
Residential uses:

- One (1) off-street parking space per dwelling unit

i. Signs: Signage shall conform to the requirements found in Section 36-454 of the Zoning Ordinance except that only one (1) detached sign shall be permitted per premise.

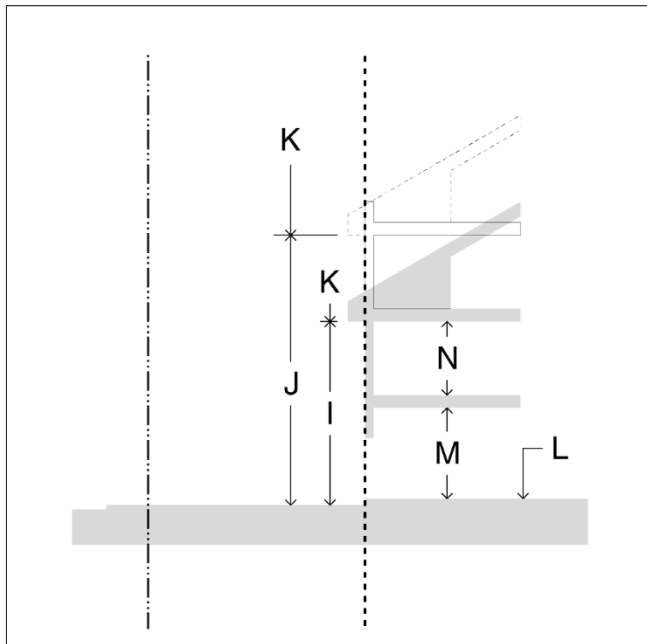
2. Subarea B: This subarea is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor in order to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes found in the neighborhood along McCann Avenue.

Subarea B Building Placement - Figure 4



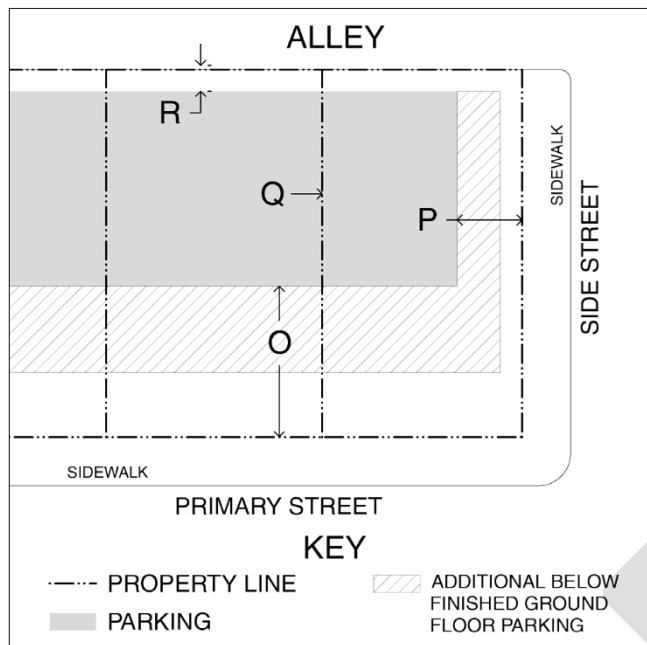
- a. Build-to-Line:
- Primary Street: Thirty (30) feet minimum; Fifty (50) feet maximum [A]
 - To match average front façade line of the block face
 - Side Street: Ten (10) feet minimum [B]
 - To match average front façade line of the block face
- b. Setbacks:
- Side Setback: Five (5) feet minimum [C]
 - Rear Setback: Thirty (30) feet minimum [D]
 - Applicable to principal structure only
- c. Building Form:
- Primary Street: At least thirty (30) percent of Build-to-Line [E]
 - Side Street: At least twenty-five (25) percent of Build-to-Line [F]
 - Lot Width: Per Existing [G]
 - Lot Depth: Per Existing [H]

Subarea B Building Height - Figure 5



- d. Building Height:
 - Minimum: Two (2) stories or thirty-two (32) feet [I]
 - Maximum: Four (4) stories or fifty-five (55) feet [J]
 - Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- e. Maximum from Bottom of Eave to Top of Parapet or Roof:
 - Fifteen (15) feet maximum [K]
- f. Finished Ground Floor Level:[L]
 - Minimum: One (1) foot
 - Maximum: Four (4) feet
 - Measured from elevation of back of sidewalk or adjacent lot level
- g. Ceiling Heights:
 - First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]
 - Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea B Parking Requirements - Figure 6



h. Parking Location:

Primary Street Setback: Sixty (60) feet minimum [O]

Side Street Setback: Ten (10) feet minimum [P]

Side Setback: Zero (0) foot setback if surface lot; per principal building if structured parking [Q]

Rear Setback: Five (5) feet minimum [R]

- Above-grade parking garages must match build-to-Line and Setbacks
- At-grade parking lots must match requirements above
- Below-grade parking garages must match Build-to-Line and Setbacks

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

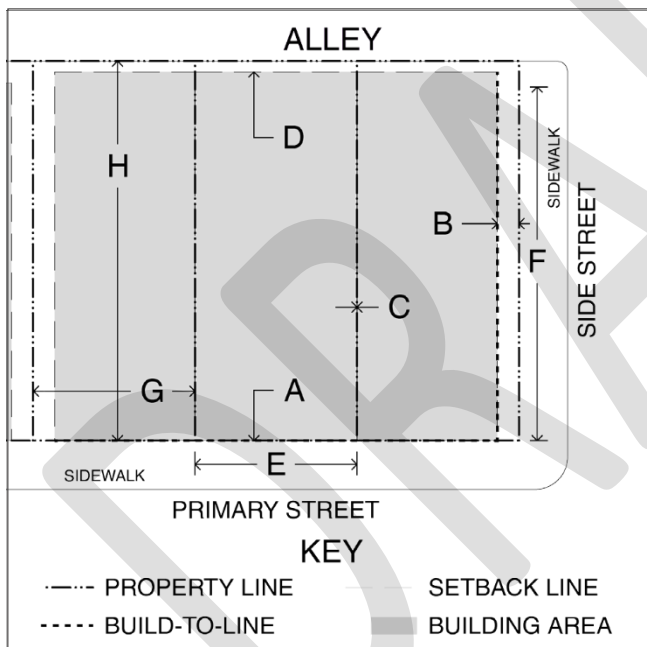
Residential uses:

- One (1) off-street parking space per dwelling unit

j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless other modified herein:

- Size: A maximum of twenty (20) square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed fifteen (15) square feet.
 - Height: No detached sign shall exceed a height of seven (7) feet as measured from the street grade.
 - Sign Types: Only on-premise signs are permitted in Subarea B.
3. Subarea C: This subarea is characterized by a mix of low intensity non-residential, multi-family and some single-family residential development. The intent of the regulations for this subarea is to regulate the physical form of the neighborhood center subarea in order to preserve and enhance the integrity and quality of the Cherry Pickwick Business District and serve as a primary gathering place in the neighborhood. This subarea is designated to provide for sensitive and respectful infill development which allows for the dense, urban, mixed-use development appropriate for this vibrant neighborhood commercial center found in the neighborhood.

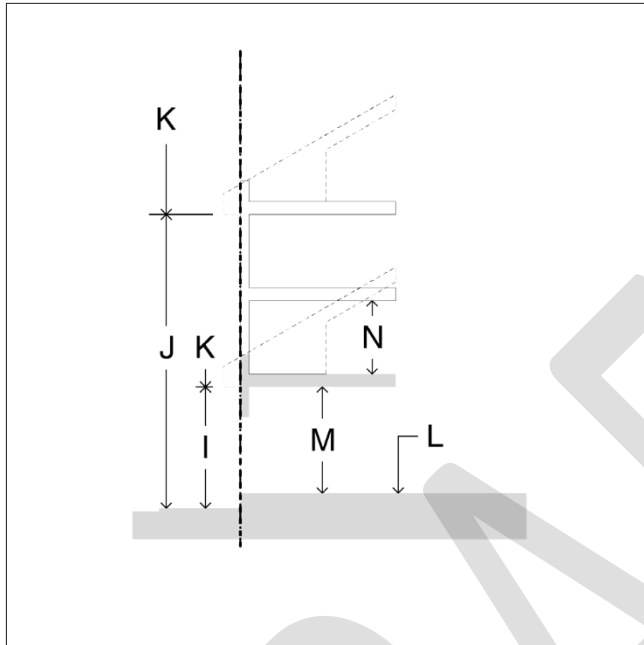
Subarea C Building Placement - Figure 7



- a. Build-to-Line:
- Primary Street: Zero (0) foot minimum; Ten (10) feet maximum [A]
Side Street: Zero (0) foot minimum; Ten (10) feet maximum [B]
- To match average front façade line of the block face
- b. Setbacks:
- Side Setback: Zero (0) foot minimum; Ten (10) feet maximum [C]
Rear Setback: Five (5) feet minimum [D]
- Applicable to principal building only

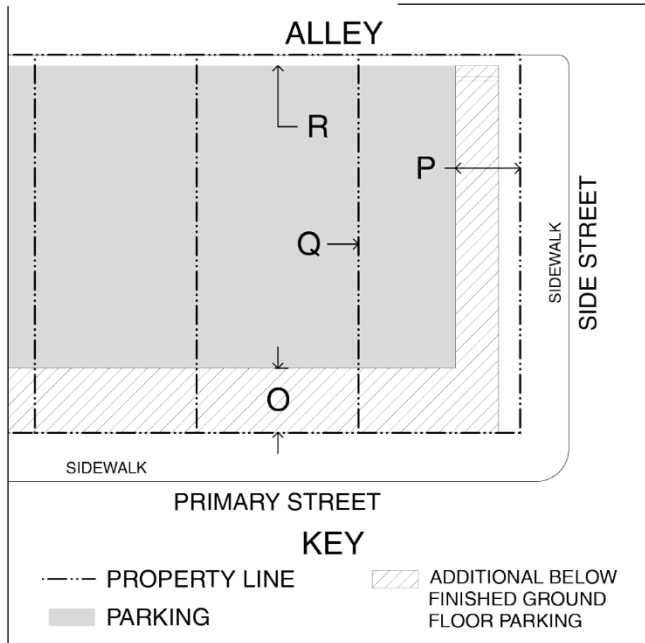
- c. Building Form:
Primary Street: At least eighty (80) percent of Build-to-Line [E]
Side Street: At least forty (40) percent of Build-to-Line [F]
Lot Width: Per Existing [G]
Lot Depth: Per Existing [H]

Subarea C Building Height - Figure 8



- d. Building Height:
Minimum: One (1) story or fifteen (15) feet [I]
Maximum: Three (3) stories or forty-one (41) feet [J]
 - Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- e. Bottom of Eave to Top of Parapet or Roof:
Maximum: Fifteen (15) feet [K]
- f. Finished Ground Floor Level:
Maximum: Six (6) inches [L]
 - Measured from elevation of back of sidewalk or adjacent lot level
- g. Ceiling Height:
First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]
Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea C Parking Requirements - Figure 9



h. Parking Location:

Primary Street Setback: Thirty (30) feet minimum [O]

Side Street Setback: Ten (10) feet minimum [P]

Side Setback: Zero (0) feet if surface lot; per principal building if structured parking [Q]

Rear Setback: Five (5) feet minimum [R]

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- > 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

Residential uses:

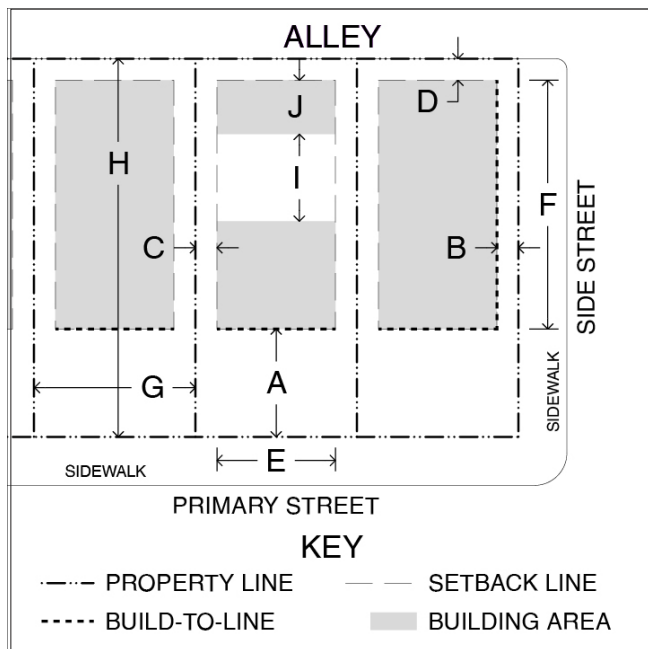
- One (1) off-street parking space per dwelling unit

j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless modified herein.

- **Number:** Each premises shall be permitted to use one detached sign and one wall sign. Roof signs are not permitted. One projecting sign may be substituted for the permitted detached sign.
- **Size:** Each premise is allowed two (2) square feet of effective sign area for each lineal foot of building frontage on a public street. Detached signs shall not exceed twenty (20) square feet of effective area.
- **Height:** No detached sign shall exceed a height of seven (7) feet as measured from the street grade.

- Sign Lighting: No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons, spotlights, or strobe lights shall be permitted.
 - Sign Types: Only on-premises signs are permitted in Subarea C.
4. Subarea D: This subarea is characterized by a mix of primarily multi-family and single-family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The regulations are intended to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses mixed-use that is compatible and complementary to the neighborhood.

Subarea D Building Placement - Figure 10



a. Build-to-Line:

Primary Street: Fifteen (15) feet minimum; Fifty (50) feet maximum [A]

- To match average front façade line of the block face

Side Street: Ten (10) feet [B]

- Applicable to principal and accessory building
- To match average front fade line of the block face

b. Building Setback:

Side Setback: Five (5) feet minimum; Fifteen (15) feet maximum [C]

- Applicable to principal building and accessory building

Rear setback: Five (5) feet minimum; One-hundred-twenty (120) feet maximum [D]

- Applicable to principal building only

Rear Setback: Five (5) feet [D]

- Applicable to accessory building only with rear alley access

c. Building Form:

Primary Street: At least fifty (50) percent of Build-to-line [E]

- Thirty (30) percent for detached single-family dwelling, lot width >100 ft
- Side Street: At least sixty (60) percent of Build-to-line [F]
- Twenty-five (25) percent for detached single family dwelling

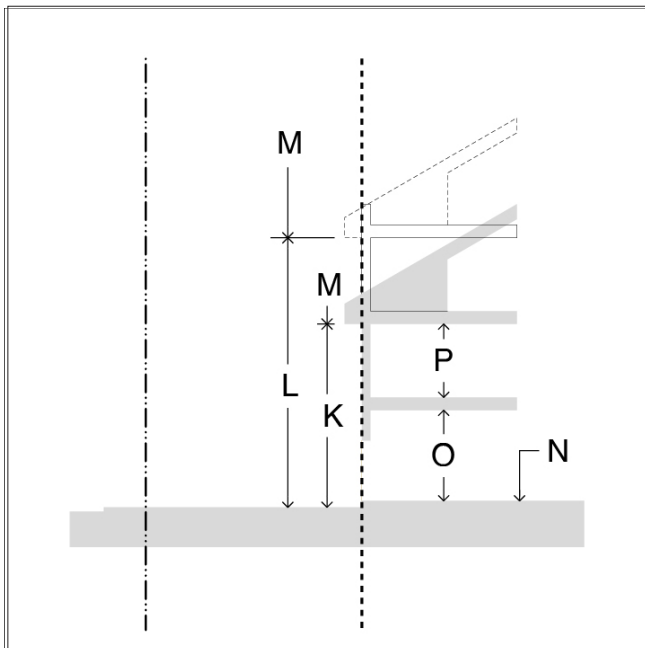
Lot Width: Per existing [G]

Lot Depth: Per existing [H]

Distance between buildings: Twenty-five (25) feet minimum [I] when accessory building is located partially or completely behind the principal building; ten (10) feet minimum when accessory building is located anywhere other than completely behind the principal building

Depth of Accessory Building: Thirty (30) feet maximum [J]

Subarea D Building Height - Figure 11



d. Building Height:

Minimum: Two (2) stories or thirty-two (32) feet [K]

Maximum: Three (3) stories or forty-five (45) feet [L]

- Two (2) stories and twenty-five (25) feet for rear garages and carriage houses; and in no case shall they be taller than the principal building
- Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

e. Maximum from Bottom of Eave to Top of Parapet or Roof:

Fifteen (15) feet maximum [M]

f. Finished Ground Floor Level: [N]

Minimum: One (1) foot

Maximum: Four (4) feet

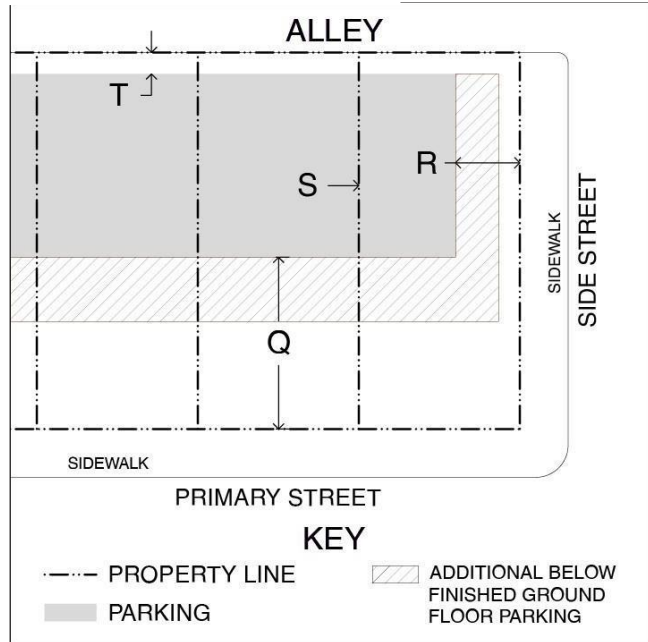
- Measured from elevation of back of sidewalk or adjacent lot level

g. Ceiling Heights:

First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [O]

Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [P]

Subarea D Parking Requirements - Figure 12



h. Parking Location:

Primary Street Setback: Primary Street Build-to-line [A], plus fifty (50) feet minimum [Q]

Side Street Setback: Ten (10) feet minimum [R]

Side Setback: Zero (0) foot, if surface lot; per principal building if structured parking

Rear Setback: Five (5) feet minimum

- Above-grade parking garages are prohibited
- At-grade parking lots must match above requirements
- Below grade parking garages must match build-to-lines and setbacks

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- > 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

Residential uses:

- One (1) off-street parking space per dwelling unit

- j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless modified herein.
- Size: A maximum of twenty (20) square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed fifteen (15) square feet. A single-sided, detached sign may not exceed twenty (20) square feet.
 - Height: No detached sign shall exceed a height of seven (7) feet as measured from the street grade.
 - Sign Types: Only on-premises signs are permitted within Subarea D.

D. Building Orientation, Materials, Siting and Design. The following regulations shall apply to all principal structures within Subareas A through D, except for single-family detached dwelling units which shall conform to the requirements of Section 5 herein.

1. Building Orientation: All principal buildings shall have a primary entrance that has a relationship toward and engages the public street. For corner lots, the primary entrance must engage and have a relationship toward the higher classification street.
2. Exterior Building Cladding Materials:
 - a. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
 - b. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and architectural elements.
 - c. In no instance shall the finish of non-natural materials utilize mimic or match the texture of the natural materials utilized.
 - d. A maximum of three (3) exterior building cladding materials may be used.
 - e. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building materials are prohibited.
3. Roof Finishing:
 - a. Eaves may expose rafters.
 - b. Gutters and downspouts may not discharge upon public rights-of-way.
4. Transparency:
 - a. Ground Level Transparency. The ground level of nonresidential or mixed-use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of windows and doors. Therefore, the first floor of any building façade facing a public right-of-way, except for alleys, shall include at least forty (40) percent of the subject façade in transparent clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Windows and/or doors with reflective or tinted glass that impede views into a building are prohibited.

- b. All Stories Transparency. All stories of building facades, including the ground level, that face a public right-of-way, except for alleys, shall include at least forty (40) percent of the subject façade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for medical and dental office uses.

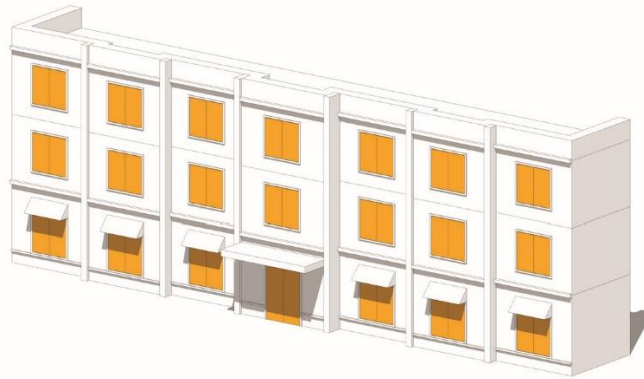


Figure 13: Transparency

5. Awnings and Canopies: Building awnings, canopies or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet.



Figure 14: Awnings and Canopies

6. Articulation: The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, except for alleys, through the use of contrasting elements. Facades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that breakdown large expanses of flat, unembellished surfaces.

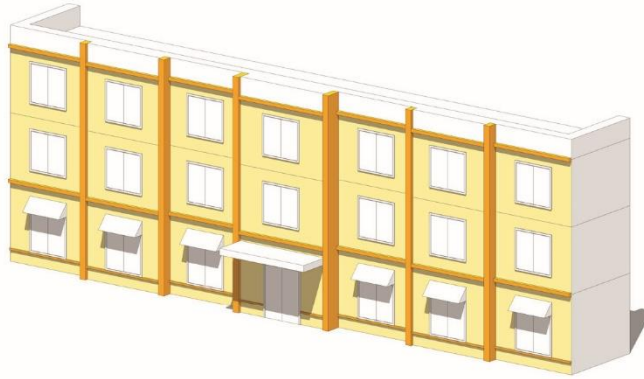


Figure 15: Articulation

E. Access, Parking, and Loading. The following regulations shall apply to all development within subarea A through D except for single-family detached dwelling units, which shall conform to the regulations contained in Section 5 herein.

1. In addition to the standards of Section 36-483, Parking and Loading, the following standards shall apply:
 - a. Any off-street parking that is provided must be located behind the building or within or under the building.
 - b. When the depth of the lot is insufficient to permit required parking to the rear of the building, parking may be located to the side of the building, provided that it is screened from view of the street by a wall of primary building material, between 36 and 48 inches in height. Screening is not required in Subarea C.
2. Parking shall not exceed the minimum required parking by more than one space per 1,000 square feet of building area unless any such extra spaces are provided in an enclosed parking garage.
3. Access shall be provided from a side street, alley, or access easement where possible.
4. Vehicular Cross Access Drives:
 - a. Internal vehicular circulation systems shall be designed to allow for vehicular cross- access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development or to the boundary of adjoining vacant land.
 - b. Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes in conformance with Public Works Design Standards

to accommodate traffic by automobiles, service vehicles, and emergency vehicles.

- c. The Administrative Review Committee may waive or modify the requirements for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, or would create unsafe conditions.
 - d. Easements allowing cross access to and from properties served by a vehicular cross-access drive, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Greene County Recorder's Office before issuance of a building permit for development.
5. Pedestrian Walkways:
- a. ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
 - b. ADA accessible walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

F. Screening:

1. Used Frying Oil, Trash, and Recycling Receptacles. The following screening requirements shall apply to all non-single-family development.
 - a. Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - b. Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - c. Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - d. If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - e. Shrubs shall be installed every three (3) feet along the exterior of the enclosure, except for enclosure openings, to provide a softening effect.
 - f. Enclosure openings shall be gated with an opaque material.
 - g. Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - h. Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles are placed in the enclosure at all times

- other than when such receptacles are being accessed.
- i. Access drives shall be constructed of materials and to a thickness in conformance with Public Works Design Standards. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - j. Enclosures shall be of an adequate size to accommodate expected receptacles. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - k. Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - l. Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

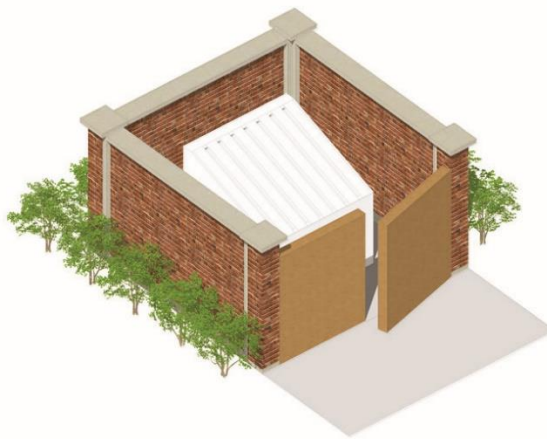


Figure 16: Used Frying Oil, Trash and Recycling Receptacle Screening

2. Ground Mounted Mechanical Units

- a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
- b. Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
- c. Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
- d. Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

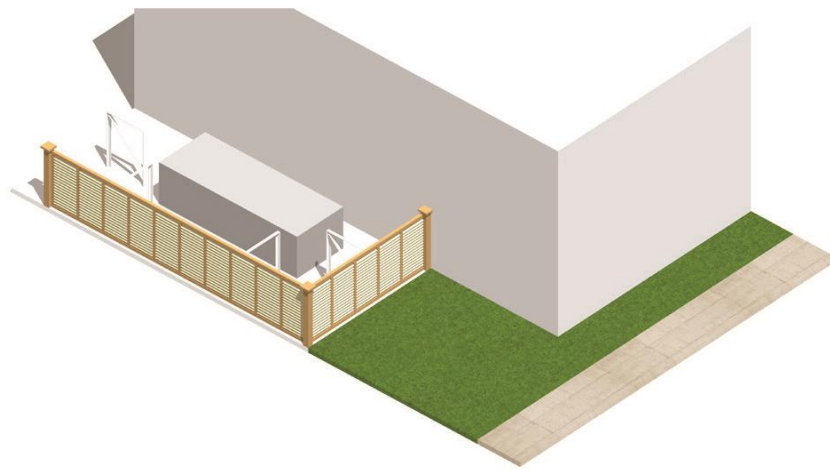


Figure 17: Ground/Wall-Mounted Mechanical Unit Screening

3. Roof Mounted Mechanical Units

- a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
- b. Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
- c. Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
- d. Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
- e. Additional screening may be required due to topographic differences in the adjoining properties.

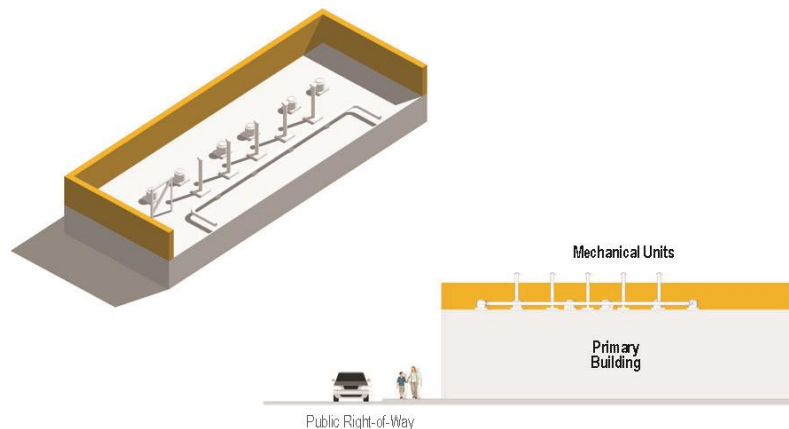


Figure 18: Roof-Mounted Mechanical Unit Screening

4. Fencing

- a. No fence or wall over six (6) feet shall be erected on any lot within the Rountree Urban Conservation District.
- b. No fence over forty-eight (48) inches in height shall be erected within twenty (20) feet of National Avenue, Cherry Street, Elm Street or Pickwick Avenue.
- c. Fences within eighty (80) feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue shall be at least eighty (80) percent transparent.
- d. Chain link, vinyl, metal sheeting and plastic fencing are prohibited within twenty (20) feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue.
- e. Chain link shall not be used to satisfy landscaping and screening requirements.
- f. The finished side of the fence or wall must face the adjacent property or the street.
- g. At- and below-grade patios shall be enclosed by a fence or wall between 36" to 48".

G. Landscaping and Bufferyards

1. Bufferyards: Bufferyards shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not anticipated that the bufferyard will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
 - a. Applicability: Bufferyards are required in the following situations:
 1. The construction or installation of any new primary building or primary use; and
 2. The expansion of any existing primary building that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with the bufferyard requirements, bufferyards are only required in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the bufferyard plantings to be established adjacent to the area of expansion.
 - b. Bufferyard Standards:
 1. Width: The bufferyard shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for the bufferyard.
 2. Fences: The exterior line of the bufferyard shall be improved with a fence meeting the following standards:
 - (a) Height: The fence shall be six (6) feet in height.
 - (b) Materials: The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - (c) Design: The finished side of the fence shall face the adjacent property.
 - (d) Location: Fences shall be in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts

intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.

- c. Landscape Elements: The bufferyard shall, at a minimum, be improved with the following landscape elements:
1. Canopy/Evergreen Trees: Four (4) canopy and/or evergreen trees shall be planted per every one hundred (100) lineal feet of bufferyard.
 2. Shrubs/Native Grasses: Ten (10) shrubs/native greases shall be planted per every one hundred (100) lineal feet of bufferyard.



Figure 19: Buffer Area Landscape

- d. Installation and Maintenance of Landscape Areas:
1. All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1) published by the American National Standards Institute.
 2. All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine.
 3. A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs must be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
 4. Dead plant materials shall be replaced within sixty (60) days, taking into consideration the season of the year, and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the sixty (60) day timeframe shall apply to each individual phase.
 5. All landscape shall be maintained in a healthy, neat, trimmed, clean and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of

landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.

6. For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following City approval of installation. During this guarantee period, the landowner shall supply water as necessary to promote successful establishment and growth.
7. Any required landscape area not intended for stormwater management that is greater than one hundred and fifty (150) square feet in area shall be provided with an underground irrigation system or shall be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
8. All plantings required under this Subsection G shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings die, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

Section 5 – Subarea E and F Regulations

Subareas E and F of the Rountree Urban Conservation District are known as the Rountree Single-Family Neighborhood Area. Subareas E and F are characterized by a diverse single-family housing stock. The regulations in this Section are intended to promote the continued status of these subareas as single-family residential and off-set the potential adverse impact of adjacent land uses to the character of these subareas.

A. Permitted and Conditional Uses: The following key is to be used in the interpretation of Table 2, Permitted and Conditional Uses Subareas E and F, in this section :

1. Permitted Uses: Uses which are marked as “P” in the table shall be allowed in a subarea subject to all application regulations of this district.
2. Conditional Uses: Uses which are marked as “C” in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-363.
3. Uses Not Listed: If a proposed use is not listed in the table, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
4. Additional Regulations: If uses have additional regulations, such standards are referenced in this column. Additional regulations shall apply to permitted and conditional uses. Where additional regulations conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Subareas E and F Uses - Table 2		Subareas	
Use	Additional Regulations	E	F
Residential Uses			
Dwelling, Single Family Detached		P	P
Dwelling, Single Family Semi-Detached	Section 36-361	P	P
Day Care Homes		P	P
Group Homes, residential	Section 36-465	P	P
Other Uses			
Churches (min 2 acres of land)		P	P
Adaptive use of non-residential structures	Section 36-363(10)(b)	C	C
Non-commercial, not-for-profit residential neighborhood facilities	Section 36-467	C	C
Public museums and libraries (min 2 acres of land)		C	C
Accessory Uses			
Accessory Uses	Section 36-450	P	P

B. Building and Lot Standards

Subareas E and F Building and Lot Standards – Table 3	
	Areas E and F
Lot Standards	
Lot Area	Per R-SF, Residential Single-Family Residential District
Lot Width	Minimum per R-SF, Residential Single-Family Residential District Maximum of one-hundred (100) feet; except that lots existing as of June 5, 2023 are exempt from the one-hundred (100) foot maximum lot width restriction
Lot Depth	Per R-SF, Residential Single-Family Residential District
Yard Setbacks (build to line)	
Front, minimum (ft)	25 (Primary Street) 5 (Side Street) <u>Exception:</u> 15 for parcels fronting McCann Avenue and Belmont Street in Area E and the south side of Cherry Street east of Fairway Avenue in Area F
Front, maximum (ft)	50 (Primary Street) 10 (Side Street)
Side, minimum (ft)	5 (Primary building) 3 (Accessory building)
Side, maximum (ft)	15 (Primary Building)

C. Design Standards:

1. **Pedestrian Access:** A hard-scaped pedestrian path shall be provided from the primary pedestrian entrance of a single-family home to the driveway and/or sidewalk.
2. **Building Entrance:** The primary pedestrian entrance to a new single-family residential home, or home to be rehabilitated, shall be located off the front porch, front stoop, or side porch.
3. **Individual Identity:** To the extent possible, single-family homes constructed adjacent to each other should exhibit unique characteristics, regardless of whether they utilize the same floor plan. Acceptable alternatives may include varying roof pitches and orientation, window arrangement, porch arrangement, materials, and other building elements, provided that such alternatives shall not conflict with other design elements addressed in these regulations.

4. Porches:
 - a. Single-family residential homes shall include a front porch, stoop, or side porch.
 - b. When a front porch is provided, the porch shall be at least eight (8) feet in depth and, shall span at least twelve (12) feet in width or approximately fifty (50) percent of the front building façade, whichever is greater.
5. Garages:
 - a. A garage is not a required building element. When utilized, attached or detached garages shall be located on the parcel in a manner consistent with most of single-family homes in the vicinity, except that it is preferable to remove the garage from the front building façade where possible
 - b. Attached garages located on front building facades shall be recessed a minimum of twenty (20) feet behind the front building line (including the porch). The total garage opening facing the street shall not exceed eighteen (18) feet in width.
 - c. Detached garages shall be of a similar height as garages on adjacent lots, shall have a roof pitch like that of garages on adjacent lots and shall be of a scale such that the garage is clearly accessory to the principal residential structure.
 - d. No metal carports or metal storage buildings shall be visible from the public street (alleys excluded).
6. Roof:
 - a. The principal structure's roof pitch and the orientation of the roof ridge shall be compatible with homes in the vicinity. This requirement does not disallow roof line alterations, if necessary, for structures subject to rehabilitation so long as the alteration is reasonably consistent with the surrounding neighborhood.
 - b. The roof style, including gables and dormers, shall be consistent with homes in the vicinity. False dormers may be permitted to ensure consistency of roof style.
 - c. Exposed fastener metal roofs are not permitted.
7. Fencing: Chain link and other wire fences shall not be permitted in front of the building face.
8. Utility Placement: Electric and gas meters serving new construction shall not be placed on a street-facing building façade. Every effort shall be made to locate or re-locate electric and gas meters to a non-street facing building façade of a dwelling unit to be rehabilitated.

9. Circular Drives: Circular driveways are permitted if sufficient frontage is available and if approved by the City Traffic Engineer.

10. Solid Waste Containers:

- a. Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within twenty-four (24) hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection (11).
- b. Solid waste containers, unless placed at the curb for collection in accordance with subsection (a) above, are prohibited in the front yard.

Owen, Alana

Subject: RE: Z-11-2023 / Rountree Urban Conservation District

Hi,

I received a letter yesterday dated March 22 regarding Z-11-2023 / Rountree Urban Conservation District.

I am not in the district but I am within 185 feet.

I would like to comment regarding new design standards for Residential E&F recommendations. Specifically, regarding front porches and garage locations. Since you propose to include Elm Street, I would note that Elm between Glenstone and the railroad tracks is characterized by what I would call Ranch or Rambler style homes. Many of these existing homes have a garage that is attached to the home and is not set back 20 feet from the building line. These existing houses may not have a front porch of the 8 Feet by 12 feet you specify. Therefore, if any new houses were to be built, they would not fit into the style of the existing houses. Further, by requiring the garage to be back from the house, it would limit the amount of yard available for any Accessory Dwelling Unit if those are ever allowed. Regarding the width of the garage door not exceeding 18 feet, My garage door is 15 feet wide and is too narrow for me to actually use it as a 2 car garage. If it was ever knocked down in a tornado or something I would want it to be rebuilt much wider. Mine is behind the house, and I am outside the UCD anyhow, but 18 Feet might be too small.

Regarding Goal 11, I would object to any expansion of commercial use on Elm St east of National. Elm St is too narrow. It is already a nightmare at certain times of day because of traffic in/out of the lot behind Panera. Similarly I object to expansion of the Cherry/Pickwick commercial area further north on Pickwick as it would encroach on the existing residential neighborhood and cause more traffic on Elm St.

Elm St is a problem already at Pickwick and Elm and Weller and Elm because of the railroad tracks which prevent use of 4 way stop at Weller or 3 way at Pickwick / Elm. So, I would object to any development that increases vehicular traffic.

Regarding Cherry Street itself, the recent streetscaping and lane narrowing looks very nice but is terrible in real life. The bump outs cause very tight 2 way traffic and when delivery vehicles such as the big USPS Vans, Amazon, Fedex , UPS etc. stop, they block traffic.

I would tear all that out, widen the street back and put speed humps/bumps or put synchronized traffic signals on either side of the train tracks.

Those bump outs are also a hazard when it snows because they are obstructed and if the street is ever plowed, the plowed lanes are narrower.

Anyhow, that's my two cents.

Thanks

--

Steve Finn

1700 E. Walnut St.
Springfield MO 65802

+1-417-353-0553 voice
no more fax



EXPLANATION TO COUNCIL BILL 2023-136 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acre of property generally located at 3503 West Washita Street from Greene County Plot Assignment District No. 1901 to R-SF, Single-family residential district; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: South Creek Development Corp; 3503 W. Washita Street; Z-6-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district.

BACKGROUND INFORMATION: **ZONING CASE NUMBER Z-6-2023**

The applicant, South Creek Development Corporation, is requesting to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district. The north portion of the subject property, a spite strip fronting on West Bypass, is included in a separate rezoning request to the HC, Highway commercial district as part of Z-4-2023 with Conditional Overlay District No. 225. The subject property would then be split along its zoning district boundaries through the Major Subdivision process, allowing the north half to provide limited access to the commercial development via West Bypass while reserving the southern portion along W. Washita Street for future residential development (or any other land use permitted in the R-SF district). The intent of the proposal is to ensure that the commercial zoning contemplated by Z-4-2023 with COD No. 225 does not further encroach upon the existing single-family neighborhood in the area.

REMARKS: The Planning and Zoning Commission held a public hearing on March 9, 2023, and recommended to **approve**, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant, South Creek Development Corp, has requested to rezone the south portion of the property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to the City of Springfield's R-SF, Single-family residential district. The intent of this proposal is to later subdivide this property, allowing the south portion in question to become a single-family home (or other permitted use within the R-SF district) while the north portion will be annexed and rezoned as part of the future commercial development proposed at the intersection of W. Sunshine Street and West Bypass (Z-4-2023 with COD No. 225).
2. During the formation of the new Comprehensive Plan, this property was assigned the Traditional Neighborhood Placetype. The proposed rezoning would limit the development of this property to those uses permitted by the R-SF district, which is generally like Greene County's Plot Assignment District No. 1901 – the zoning of the single-family neighborhood to the east and south. Given the general compatibility between these districts, staff has determined that the rezoning is appropriate.
3. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant is associated with the proposal north of the subject area, to annex and rezone certain property for future commercial development at the intersection of W. Sunshine Street and West Bypass. As part of the applicant's intent to subdivide the commercial property in a future preliminary plat, the subject area will become its own lot, separate from the commercial development to the north. The rezoning of this site would then permit the construction of a new single-family home at this location.
4. The range of uses in the proposed R-SF, Single-family residential district are compatible with the uses permitted on other property in the immediate vicinity. Should the property be rezoned to the Single-family residential district, all the uses listed in subsection 36-380 (2) would be permitted, including single-family homes, churches or other places of worship, community gardens, and police and fire stations. Any future land use would be required to meet the minimum property line setbacks noted in subsection 36-380 (6); based on the relatively small parcel size, it is unlikely that anything other than a single-family detached dwelling will be constructed at this location should the rezoning be approved.
5. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, neither entity has noted concerns with the proposed rezoning at this time.
6. The impact of the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per the review provided by Public Works – Traffic, there are no concerns regarding the traffic anticipated to be generated because of an approved rezoning at this location.

7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Z-6-2023_ord
2. Z-6-2023_exhA
3. Z-6-2023_exhB
4. Z-6-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-136

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.21 acre of property generally located at 3503 West Washita
4 Street from Greene County Plot Assignment District No. 1901 to R-
5 SF, Single-family residential district; and adopting an updated
6 Official Zoning Map. (Staff and the Planning and Zoning
7 Commission recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3503 West Washita Street from Greene County Plot Assignment
12 District No. 1901 to R-SF, Single-family residential district; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on March 9, 2023, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

19 WHEREAS, the City has reviewed the applicant's request and prepared a staff
20 report concerning the application, which is attached hereto and incorporated herein by
21 this reference as "Exhibit C;" and
22

23 WHEREAS, City Council, at its meeting on April 3, 2023, postponed the public
24 hearing on this application until June 5, 2023, at the request of staff; and
25

26 WHEREAS, proper notice was given of a public hearing before City Council, and
27 said hearing was held in accordance with the law.
28

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

32 Section 1 – The property described in "Exhibit A," which is attached hereto and
33 incorporated herein by this reference, is hereby rezoned from Greene County Plot

34 Assignment District No. 1901 to R-SF, Single-family residential district. Springfield Land
35 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
36 hereby amended, changed, and modified consistent with this Ordinance.
37

38 Section 2 – City Council hereby directs the City Manager, or designee, to update
39 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
40 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
41 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
42 rules of interpretation.'
43

44 Section 3 – The Official Zoning Map herein adopted shall be maintained and
45 archived in the same digital form in which this Council has approved its adoption.
46

47 Section 4 – 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: Jill Bennis, Assistant City Attorney
61

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-6-2023

Part of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODOT Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to the Point of Beginning, a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence continuing along the East line of said Section 32, South 3°44'20" West 146.38 feet to a found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 152.51 feet, a chord bearing of North 15°59'31" East and a Chord distance of 152.43; thence leaving said W. Bypass Easterly Right of Way line, South 87°29'51" East 47.33 feet to the Point of Beginning.

Contains 9,121 square feet or 0.209 acres of land, more or less.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 9, 2023

Z-6-2023
3503 West Washita Street
Applicant: South Creek Development Corporation

Mr. McGinnis stated that this is a request to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district. Staff recommends approval.

Mr. Knuckles opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estate, Town & Country, MO is the developer and has built shopping centers all over the northeast of the United States and complimented staff on their efforts.

Mr. Knuckles closed the public hearing.

COMMISSION ACTION:

Mr. Scott motioned to **approve** Z-6-2023 (3503 West Washita Street). Mr. Colony seconded the motion. Ayes: Knuckles, Colony, Lebeck, Pauly, Ridge, Gunther, and Scott. Nays: None. Abstain: None. Absent: Jobe and Broekhoven



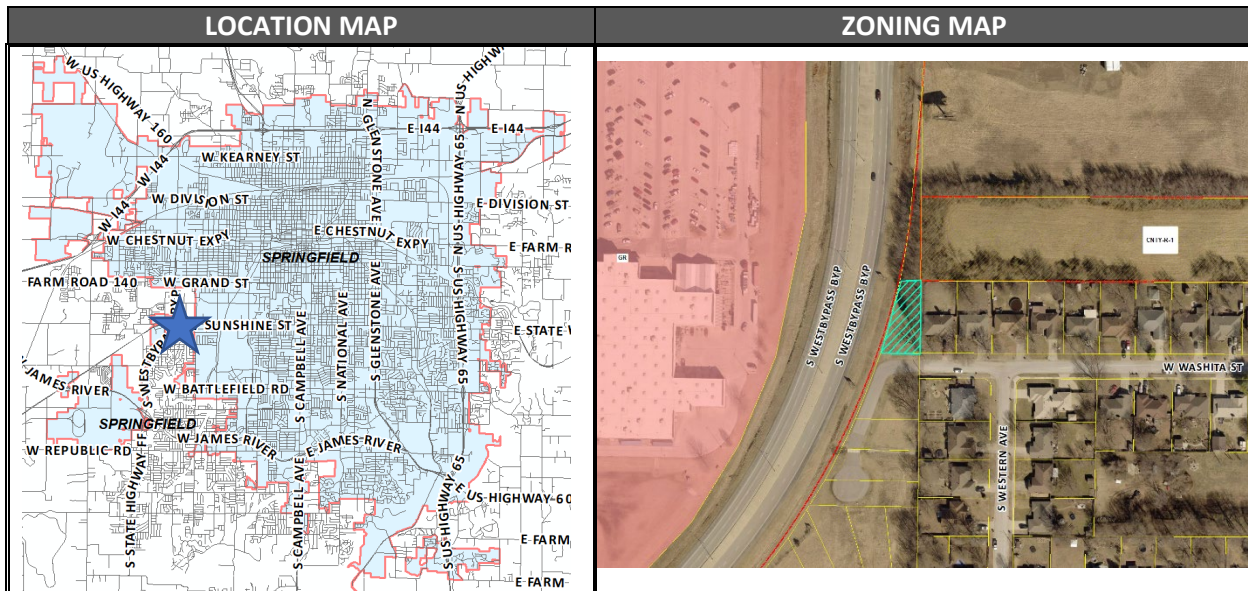
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-6-2023
Location:	3503 W. Washita Street
Total Acres:	0.21 acres
Applicant:	South Creek Development Corp
Existing Land Use:	Vacant land
Neighborhood Meeting:	February 14, 2023
Planning and Zoning Commission:	March 9, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Kyle McGinnis
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

This property is currently zoned Greene County Plot Assignment District No. 1901, and is undergoing rezoning in tandem with a proposal to annex the property into the City of Springfield. This district was approved in 2016 and regulates this property in the same manner as if it were zoned Greene County R-2, One- and two-family residence district. This district permits all uses and structures allowed within the R-1 district, but also permits two-family dwellings (duplexes).

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;

DEVELOPMENT REVIEW STAFF REPORT

6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Use Limitations	(a) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (b) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code.
Minimum Lot Size	Minimum lot area: 6,000 square feet Minimum lot width: 50 feet Minimum lot depth: 80 feet
Maximum Height	35 feet (or two and one-half stories) above finished grade when side yards are less than 15 feet. When side yards exceed 15 feet, the building's maximum height is increased to 45 feet (or three stories) above finished grade.
Bulk Plane	Not applicable to the R-SF, Single-family residential district.
Minimum Yard Requirements	Front yard: 15 feet along local streets or as required by Section 36-453, Supplemental open space and yard regulations, or 25 feet along a street classified as a collector or higher. Garages must be setback at least 20 feet regardless of street classification. Side yard: Five feet or as required by Section 36-453. Rear yard: Equal to 10% of the lot depth but may not be less than 10 feet nor shall more than 20 feet be required.
Minimum Open Space	Not less than 30% of the total lot area shall be devoted to open space including required yards and bufferyards 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.
Design Requirements	(a) A site plan meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved for all uses except single-family detached dwellings. (b) A plot plan meeting the requirements of subsection 36-331 (3) shall be submitted and approved for all single-family detached dwellings. (c) A landscaping plan meeting the requirements of Section 36-482, Landscaping and bufferyards, and 36-483, Off-street parking and loading area design standards, shall be submitted and approved for all uses except single-family detached dwellings.

DEVELOPMENT REVIEW STAFF REPORT

	(d) All off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with Section 36-480, Screening and fencing. (e) Refuse storage areas for permitted nonresidential uses shall be screened from view in accordance with Section 36-480, Screening and fencing. (f) Required front yards shall be landscaped with grass, ground cover, plants, shrubs, or trees. Decorative landscaping materials such as rock, bark, and mulch are also permitted. Impervious surfaces in required front yards shall be minimized and, unless otherwise meeting the provisions of subsection 36-483 (2), shall be limited to driveways leading to off-street parking areas located outside the required front yard and walkways necessary for access to structures on the property. Circular driveways are permitted if sufficient frontage is available and if approved by the traffic engineer. (g) Storage of maintenance or other equipment incidental to any permitted or conditional use except a single-family detached dwelling shall be screened from view in accordance with the provisions of Section 36-480, Screening and fencing. (h) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480, Screening and fencing. (i) Accessory building and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Based on the zoning classification of the surrounding properties, bufferyard landscaping will only be required should this property develop into a nonresidential use; however, given the site's narrow dimensions, it would qualify for a reduced bufferyard in alignment with subsection 36-482 (16). The interior and perimeter landscaping requirements of subsection 36-482 (9) (a) and (b) may be applicable depending on the future use of the property.

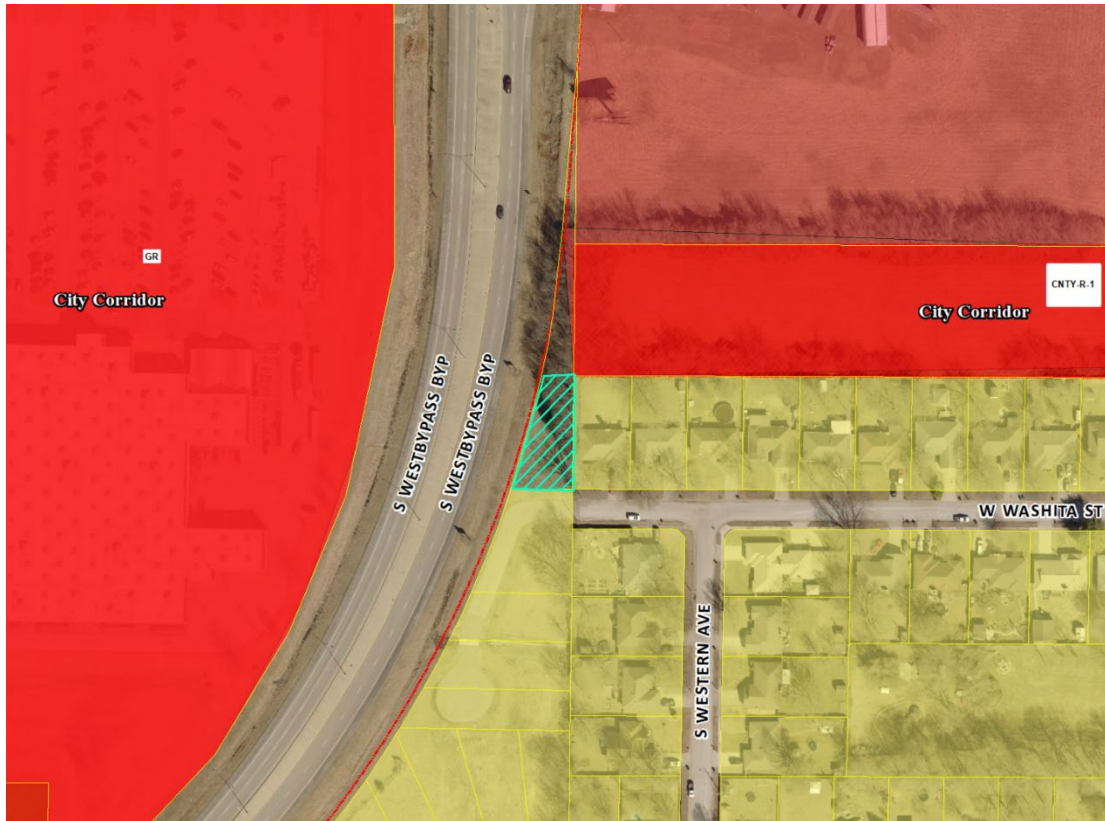
COMPATIBILITY WITH COMPREHENSIVE PLAN:

During the formation of the new *Comprehensive Plan*, all unincorporated Greene County property within identified growth areas near City Limits were given designated Placetypes to assist in the cohesive planning of property along the City's periphery. This property, along with the rest of the single-family residential neighborhood to the east and south, were given the Traditional Neighborhood Placetype designation, where one will typically find post-war single-family detached dwellings with uniform setbacks, building designs, and parcel sizes. The

DEVELOPMENT REVIEW STAFF REPORT

proposal to rezone this property to the R-SF, Single-family residential district would bring this property into compliance with the *Comprehensive Plan's* vision for this area.

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◇	◇	○	○	○	○	○	○	○	○
Downtown	○	○	●	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	●	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	●	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

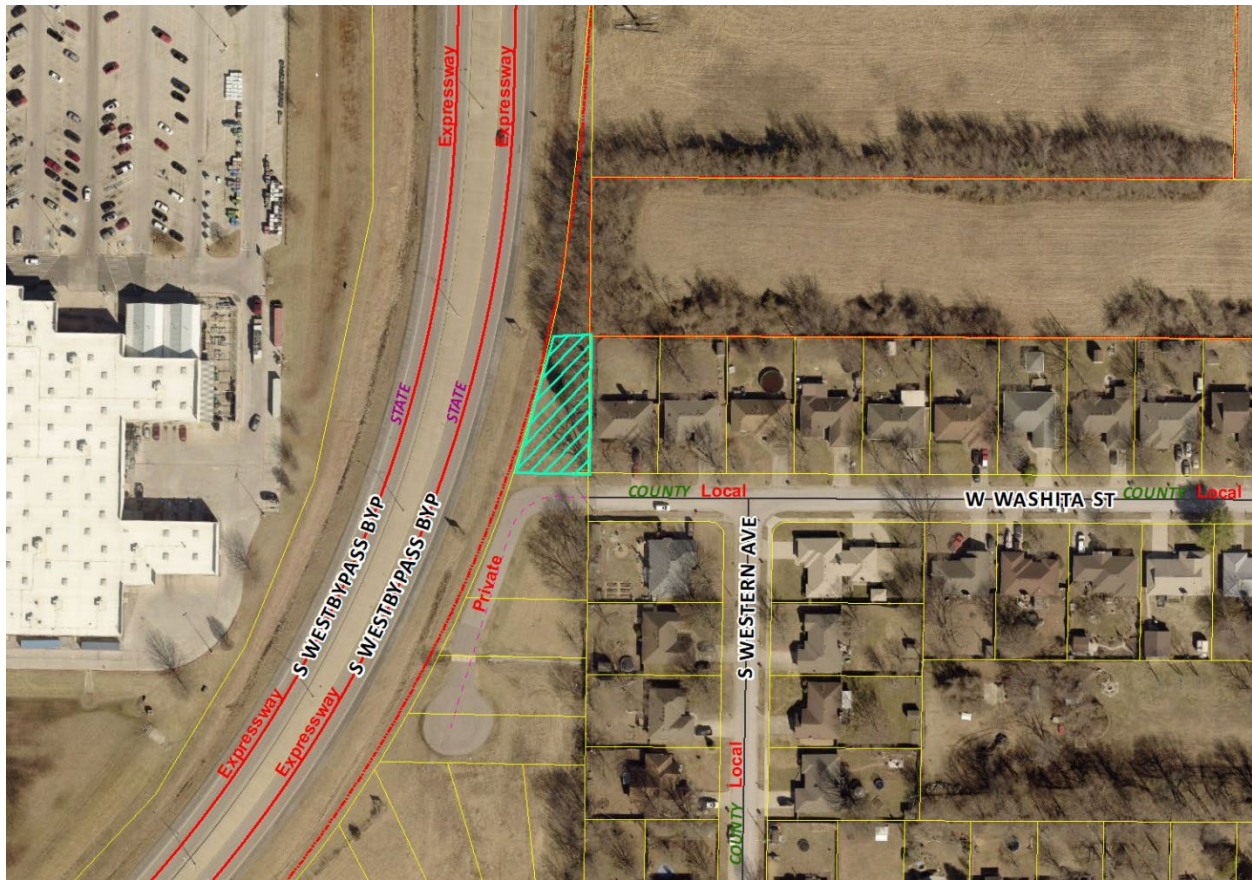
● Primary Land Use: More prominent and play a pivotal role in characterizing that placetype

○ Supporting Land Use: Less prevalent and serve to support the primary land use.

◇ Low Intensity Supporting Land Use: Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PAD No. 1901	PAD No. 1901	PAD No. 1901	GR
LAND USE	Vacant	Vacant	Single-family home	Retail sales (Walmart)
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood	City Corridor

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

DEVELOPMENT REVIEW STAFF REPORT

No objections to the rezoning; however, we have the following comments:

- a. Public sewer is available to each tract; and
- b. There is a \$0.033 per square foot trunkline connection fee for this property if it drains to the north. This fee is based on the area of the property and will be added to the sewer connection permit fee when building plans are submitted.

4. FIRE DEPARTMENT:

No issues with the proposed rezoning.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **South Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **does not have a stream buffer on site**.

Public Works – Stormwater has no concerns for the proposed rezoning. Please note that development of the property will be subject to the following conditions at the time of development:

All Chapter and Section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

- a. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.
 - i. Detention is required as part of any development on this property and along with 3444 W. Sunshine Street/1819 S. Moore Road.

Water Quality Requirements:

- a. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - a. Water Quality is required as part of any development on this property and along with 3444 W. Sunshine Street/1819 S. Moore Road.

Additional Stormwater Standards to be met:

- a. A land disturbance permit will be required with disturbing one acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

DEVELOPMENT REVIEW STAFF REPORT

- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify measures.
- c. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
- d. Include on the plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post-Development Impervious Surface Area, and Post-Development Open Space Area. Per Chapter 4 Sec. 3.2 for Detention Summary.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Washita Street as a Residential Local roadway and West Bypass as an expressway. The standard right-of-way width from the centerline for W. Washita Street is 25 feet and 65 feet from centerline for West Bypass. It appears that no additional right-of-way is needed along W. Washita Street or West Bypass. A survey is recommended to determine the exact amount of existing right-of-way. W. Washita Street is a county-maintained street. West Bypass is a state-maintained roadway.

Traffic Counts & On-Street Parking:

There are no recent traffic counts for W. Washita Street or West Bypass. On-street parking is allowed along W. Washita Street. On-street parking is not allowed along West Bypass.

Driveway Access:

There is no driveway access point onto the property from W. Washita Street or West Bypass. One access to this property will be allowed to W. Washita Street based on existing City of Springfield standards for the street classification. No access will be allowed to West Bypass.

Sidewalk:

There is no existing sidewalk along the property frontage of W. Washita Street or West Bypass. Sidewalk may be required along W. Washita Street at the time of development. Sidewalk will not be required along West Bypass.

DEVELOPMENT REVIEW STAFF REPORT

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Washita Street near this property.

Improvements:

A Traffic Impact Study is not required for this rezoning.

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. Washita Street	Residential Local	Yes	25	25
Street 2	West Bypass	Expressway	No	95	65

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, South Creek Development Corp, has requested to rezone the south portion of the property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to the City of Springfield's R-SF, Single-family residential district. The intent of this proposal is to later subdivide this property, allowing the south portion in question to become a single-family home (or other permitted use within the R-SF district) while the north portion will be annexed and rezoned as part of the future commercial development proposed at the intersection of W. Sunshine Street and West Bypass (Z-4-2023 with COD #225).
2. During the formation of the new *Comprehensive Plan*, this property was assigned within the Traditional Neighborhood Placetype. The proposed rezoning would limit the development of this property to those uses permitted by the R-SF district, which is generally similar to Greene County's Plot Assignment District No. 1901 – the zoning of the single-family neighborhood to the east and south. Given the general compatibility between these districts, staff has determined that the rezoning is appropriate.
3. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant is associated with the proposal north of the subject area, to annex and rezone certain property for future commercial development at the intersection of W. Sunshine Street and West Bypass. As part of the applicant's intent to subdivide the commercial property in a future preliminary plat, the subject area will become its own lot, separate from the commercial development to the north. The rezoning of this site would then permit the construction of a new single-family home at this location.
4. The range of uses in the proposed R-SF, Single-family residential district are compatible with the uses permitted on other property in the immediate vicinity. Should the property be

DEVELOPMENT REVIEW STAFF REPORT

rezoned to the Single-family residential district, all of the uses listed in subsection 36-380 (2) would be permitted, including single-family homes, churches or other places of worship, community gardens, and police and fire stations. Any future land use would be required to meet the minimum property line setbacks noted in subsection 36-380 (6); based on the relatively small parcel size, it is unlikely that anything other than a single-family detached dwelling will be constructed at this location should the rezoning be approved.

5. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, neither entity has noted concerns with the proposed rezoning at this time.
6. The impact the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. Per the review provided by Public Works – Traffic, there are no concerns regarding the traffic anticipated to be generated as a result of an approved rezoning at this location.
7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Traditional Neighborhood Placetype and on the findings of fact as noted above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

EXPLANATION TO COUNCIL BILL 2023-137 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 472 for the purpose of permitting a self-storage facility as a conditional use within the GR – General Retail District, generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Investments & Development, LLC; 1706 South Zimmer Avenue; Conditional Use Permit No. 472.)

PURPOSE: To permit a self-service storage facility as a conditional use within a GR, General Retail district generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 472

The applicant, Bibi Investments & Development, LLC, is requesting approval of a Conditional Use Permit ("CUP") to allow a self-service storage facility within a GR, General Retail zoning district generally located at 1706 South Zimmer Avenue. The GR, General Retail district requires approval of a CUP for a self-service storage facility.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 2" shall govern and control the use and development of the land in Conditional Use Permit Number 472 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

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

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).



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

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. CUP 472 1706 S Zimmer Avenue_ord
2. CUP 472_exh A
3. CUP 472_exh B
4. CUP 472_exh C
5. CUP 472_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 32
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-137

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 472 for the purpose of permitting a self-
2 storage facility as a conditional use within the GR – General Retail
3 District, generally located at 1706 South Zimmer Avenue. (Staff and
4 Planning and Zoning Commission both recommend approval.)
5 _____
6

7 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
8 Council may grant permits authorizing certain enumerated conditional uses as provided
9 in the various zoning districts; and
10

11 WHEREAS, following proper notice, the Planning and Zoning Commission held a
12 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
13 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
14 and recommended approval of Conditional Use Permit No. 472 for the property
15 generally located at 1706 South Zimmer Avenue and zoned GR – General Retail
16 District; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 472; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 1706 South Zimmer Avenue.
25

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

29 Section 1 – City Council adopts the City staff's specific findings of fact on the
30 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
31 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
32 Permit No. 472 is hereby granted in accordance with and subject to the provisions of
33 Section 36-363 of the Land Development Code. Conditional Use Permit No. 472 is
34 granted for the purpose of permitting a self-storage facility as a conditional use within

35 the GR – General Retail District, located at the property described in “Exhibit B,” which
36 is attached hereto and incorporated herein by this reference, and which is generally
37 located at 1706 South Zimmer Avenue.
38

39 Section 2 – Building permits, certificates of occupancy, and any other required
40 permits or approvals may be issued by the duly authorized officials of the City provided
41 that such issuance is consistent with Section 36-363 of the Land Development Code,
42 any other applicable City regulation or ordinance, and the “Requirements for Conditional
43 Use Permit 472” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is
44 attached hereto and incorporated herein by this reference. Additionally, the provisions
45 contained in “Exhibit D – Attachment 1” and “Exhibit A” shall govern and control the use
46 and development of the land described in “Exhibit B,” in a manner consistent with the
47 attached site plan depicted on “Exhibit D – Attachment 5.”
48

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

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

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

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

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

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 472

1. The self-service storage facility shall comply with all of the standards listed in Attachment 2.
2. The self-service storage facility shall be permitted in substantial conformance with Attachment 5.
3. The self-service storage facility shall consist of individual, indoor storage units completely enclosed within a single building.
4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 472

The West Four Hundred feet of Lots 5 and 6 of Hampden Park, a subdivision in the City of Springfield, Greene County, Missouri, per the plat recorded in Book "N" at Page 32 of the Greene County Deed Records.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 472

1706 South Zimmer Avenue

Applicant: Bibi Investments & Development, LLC

Mr. Sparlin stated that this is a request to permit a self-service storage facility as a Conditional Use Permit within a GR, General Retail district generally located at 1706 South Zimmer Avenue. He also noted the applicant had submitted attachment 5 (site plan) which shows an update and the difference between the two is the square feet from 160,000 square feet to (range) approximately 170,000 square (for flexibility) and will be known/settled by the time they submit for permits. Staff has no issues with the change.

Mr. Jobe noted that they will need commission action on the amendment.

COMMISSION ACTION: (amend application)

Mr. Colony motioned to **amend** the application to accept Attachment 5 for Conditional Use Permit 472 (1706 South Zimmer Avenue). Mr. Pauly seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Mr. Colony noted that this area has been presented before the commission when it was annexed and asked about the orphan properties that is not being annexed.

Mr. Sparlin noted that they applicant requested the annexation and not the city requested it.

Mr. Jobe opened the public hearing.

Mr. Daniel Richards, representing the owner. This will be for self-storage uses and be contained in a single building and will also have a retail component to the building. Only one person attended the neighborhood meeting and appreciate staff allowing the amendment (attachment 5) as they want the flexibility.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **adopt** Conditional Use Permit 472 (1706 South Zimmer Avenue) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1. Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



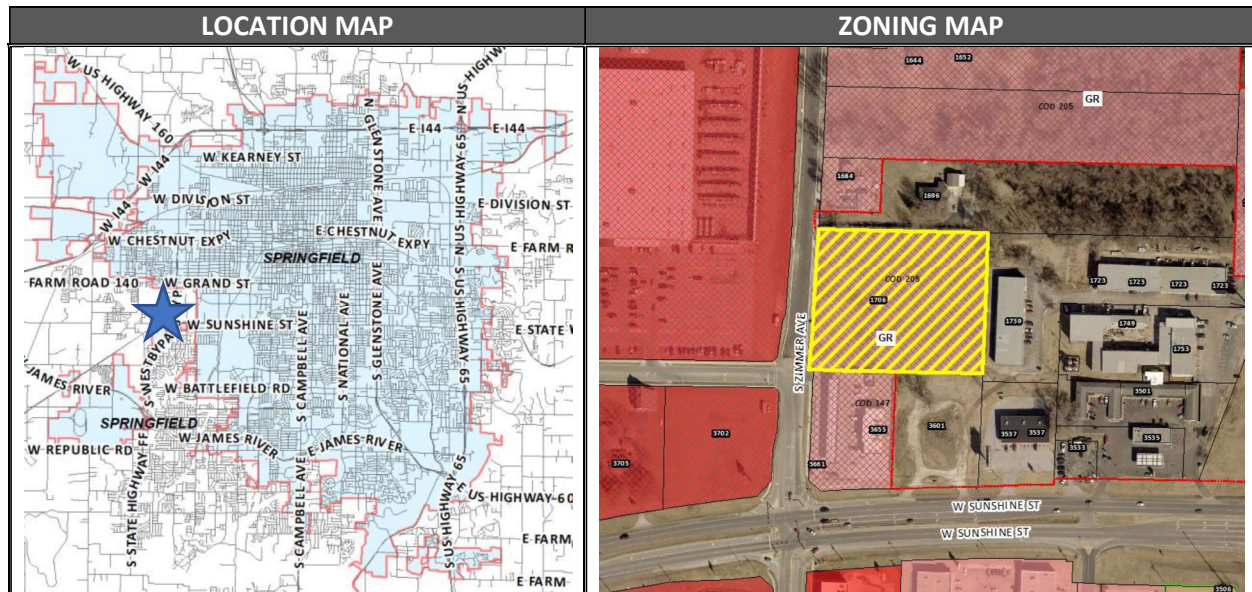
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 472
Location:	1706 South Zimmer Avenue
Total Acres:	2.93
Applicant:	Bibi Investments & Development, LLC
Existing Land Use:	Undeveloped Land
Neighborhood Meeting:	April 18 & 20, 2023
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Senior Planner Michael Sparlin, (417) 864-1091
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 472 subject to the conditions listed in Attachment 1 to the staff report.
Required Vote:	A majority of those present (5 members are a quorum).

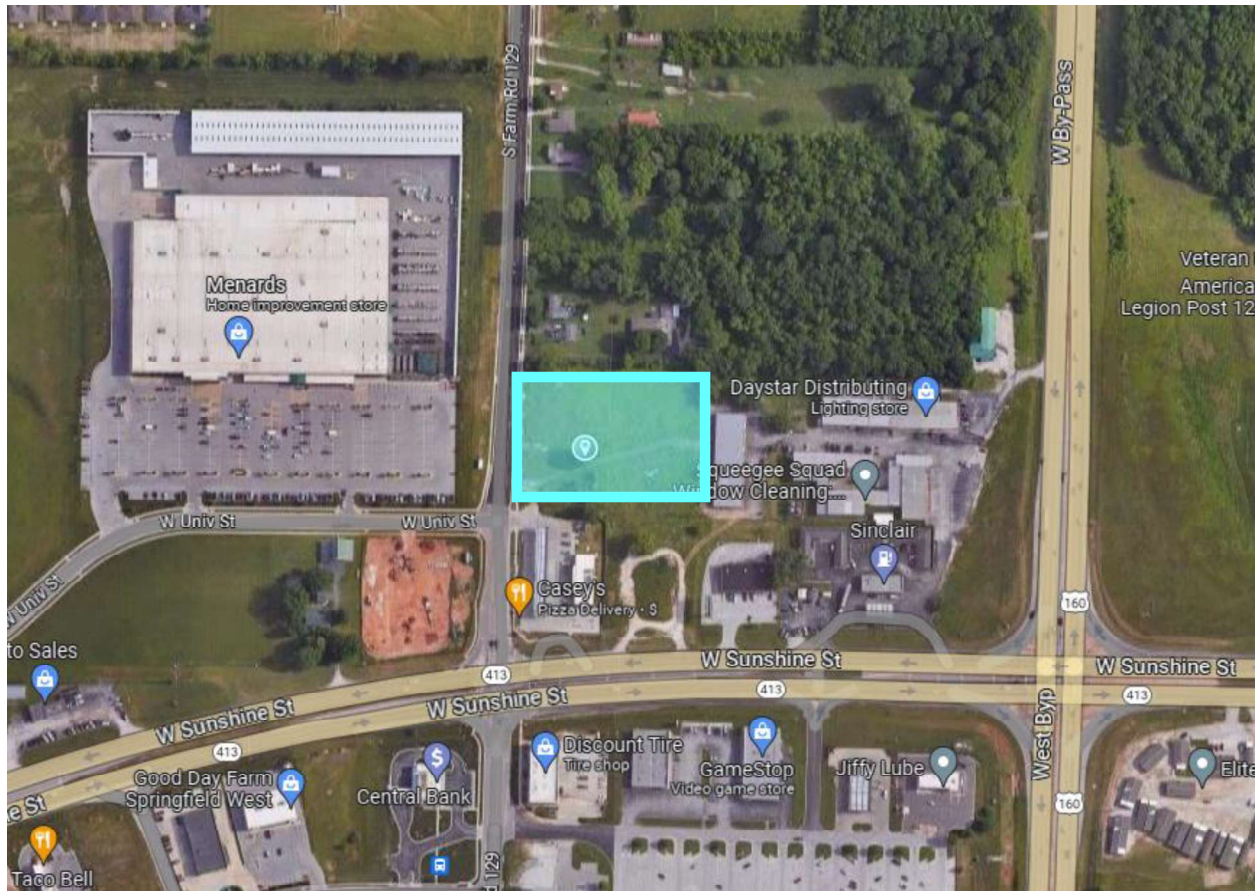
PROJECT SUMMARY:

Request to permit a self-service storage facility as a Conditional Use Permit within a GR, General Retail district generally located at 1706 South Zimmer Avenue.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed and zoned to GR, General Retail w/ COD No. 205 in December 2021.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
- (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18 months period:
1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use is commenced.
- The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
- (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

DEVELOPMENT REVIEW STAFF REPORT

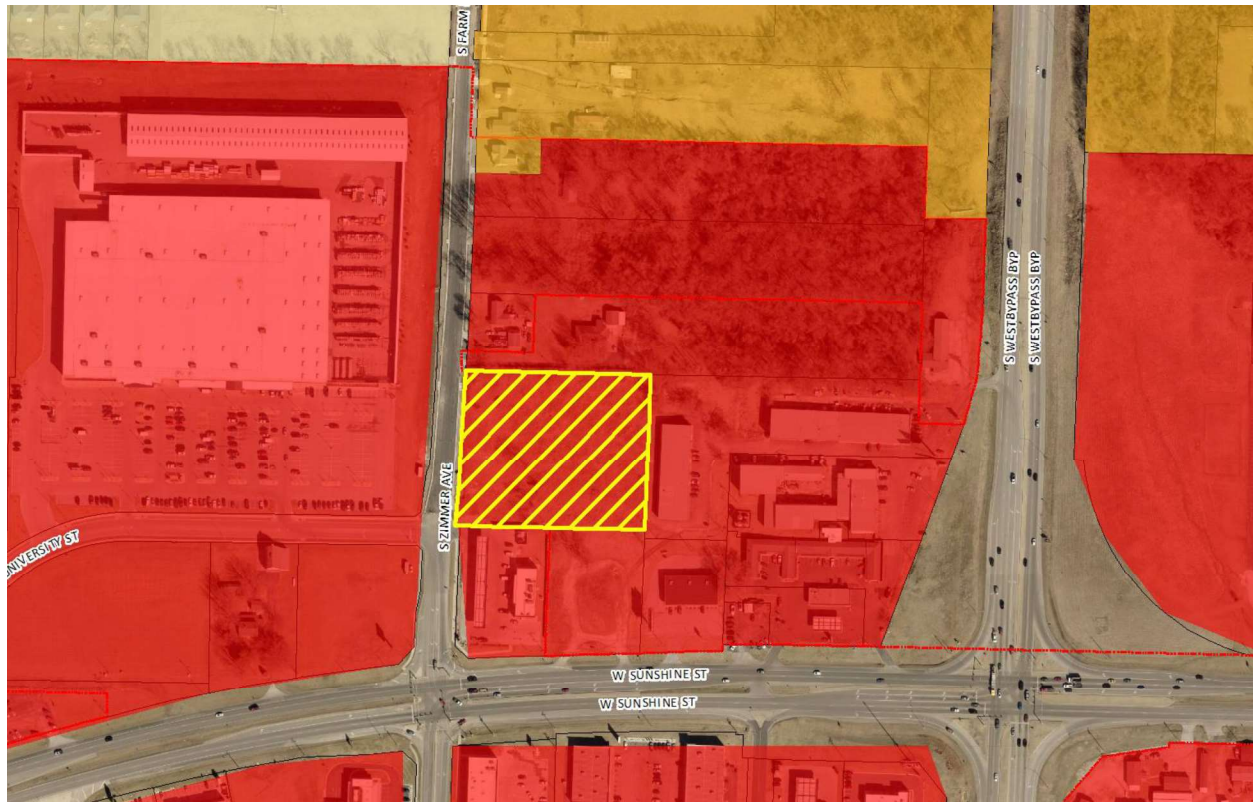
COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

The *Plan* identifies outdoor and personal storage as a supporting use for the City Corridor placetype.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○									
Mixed Residential	●	●	○	○	◇	◇	○									
Downtown			●	○	○	○	●	○	○	○						
Mixed-Use	○	○	●	○	○	○	●	○								
City Corridor			●	○	○	○	●	○	○	○	○					
Institutional & Employment Center			○	○	○	○	○	○	○	○	○					
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○											

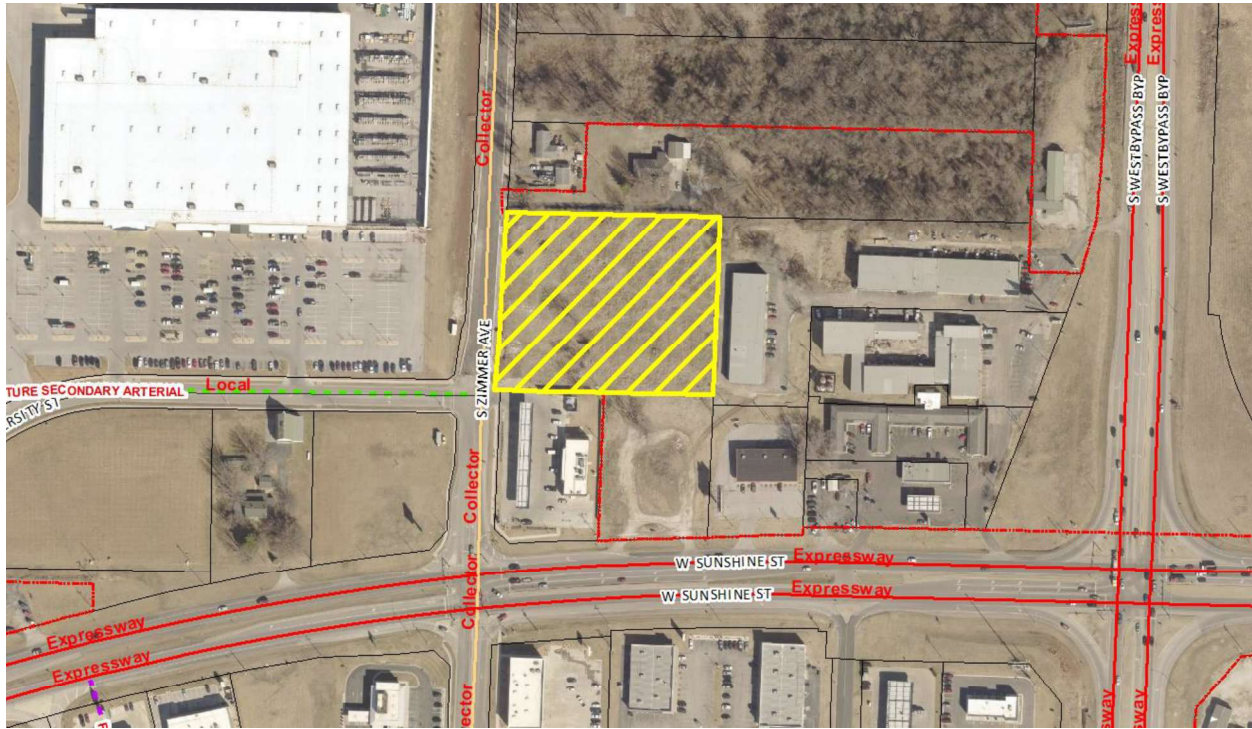
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	GR, County C-2	County C-2	HC
LAND USE	Single-family Residence	Gas station, undeveloped land	Commercial warehouses	Commercial home supply store
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed Conditional Use Permit.

CITY UTILITIES:

No issues with the proposed Conditional Use Permit.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP however we have the following site comments; The following comments assume that the building will be connecting to public sewer;

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1. Public sewer is available along the south property line if needed however there is an existing \$0.033 per square foot trunkline connection fee to connect to the Westbypass at Sunshine trunkline as per council bill 2000-260. This is based on the area of the property connecting and will be added to the sewer impact fee when building permits are issued. Provide the area of the property when building plans are submitted on the code summary or utility sheet.
2. The property is also not in a sewer district and because of this would need to file a special connection agreement if connecting to sewer. According to city code, in addition to any other fees, deposits, permits or requirements, no person shall connect to sanitary sewer located outside of a sewer district without obtaining a special connection agreement. This agreement does not relieve the property owner from special assessments for future sanitary sewer districts and/or joint sanitary sewer district connection fees. See City Code Sections 120-249 & Section 120-250. The city code can be viewed here: https://library.municode.com/mo/springfield/codes/code_of_ordinances.
3. Since the public sewer is located on the high side of the property, the north side of the property will need to be raised so the building can drain by gravity. Show the finish floor elevation on the utility sheet. Standard comments;
4. When building plans are submitted, specify the point of connection to public sewer on the utility plan if connecting to sewer. Dimension the distance to the up and down stream manholes and the size of the proposed lateral.
5. A sewer impact permit fee will be required for the new building if connecting to sewer. This fee is based on the size of the proposed water meter(s) according to city code no. 120.246. Specify the size and number of the proposed water meter(s) on the utility plan.
6. Specify the peak and average flow rates on the code summary sheet when building plans are submitted.

FIRE DEPARTMENT:

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. The property does have a stream buffer on site.

PW Stormwater's has two concerns for the development of the 1706 S Zimmer Ave and the related 1632-1684 S Zimmer Ave properties. First is the recording of a Steam Buffer easement for the portion of Wilsons Creek stream either at rezoning, platting, or development. Second is the Stormwater plan for discharge of 1706 S Zimmer Ave through 1698 S Zimmer Ave.

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

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Natural Channels and Stream Buffers

1. A stream buffer drainage easement is required by Chapter 8, Sec 4.1.1. The stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases. The proposed site plan has a Small Tributary of Wilson Creek with a 60 feet wide stream buffer crossing the NE corner of the 1632-1652 S Zimmer Ave lots. The Stream Buffer easement will require a survey and plotting of the buffer widths from the top of bank from the stream.

a. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.

<https://www.springfieldmo.gov/documentcenter/view/36832>

Detention and Stormwater Discharge Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

a. Detention is required for any development on the proposed areas. The detention Stormwater control measure must detain the water prior to discharging to the Wilson Creek stream as shown on the proposed site plan and Stormwater Plan.

2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. If none of the following three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

1) To a Public Right-of-way.

2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

3) A certified natural watercourse.

3. 1706 S Zimmer Ave is isolated for the related properties with this proposed CUP and the site drains onto 1698 S Zimmer Ave which is outside city limits and used for residential-single family home. The site drains onto and through 1698 S Zimmer Ave to reach the Wilson Creek stream. To meet the methods of discharge listed in item #2

DEVELOPMENT REVIEW STAFF REPORT

above the following Courses of Actions to design Stormwater infrastructure are provided for developments on 1706 S Zimmer Ave.

- a. COA 1: Drainage Easement obtained from 1696 S Zimmer Ave. 1706 S Zimmer Ave can construct impervious areas and drain through a pipe to the north. Before 1706 S Zimmer Ave begins construction, a PIP must be approved and constructed to provide the offsite/regional basin somewhere. PW-Stormwater would not support escrow of the PIP.
- b. COA 2: No Drainage Easement obtained from 1696 S Zimmer Ave. 1706 S Zimmer Ave can construct on site detention and water quality. The SCMs must outlet through the Storm Sewer along 1706 S Zimmer Ave using a curb inlet or new junction box. In COA 2 we would not approve an outlet discharging to 1696 S Zimmer Ave.

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
 - a. All development on the proposed site would be consider new development.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.
4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

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STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway. The standard right-of-way width from the centerline of S. Zimmer Avenue is 30 feet. It appears additional right-of-way is needed along S. Zimmer Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. Zimmer Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count for S. Zimmer Avenue. On-street parking is not allowed along S. Zimmer Avenue.

ACCESS

There are currently two driveway access points onto the property from S. Zimmer Avenue. The existing driveway access points to this property will need to be removed. All access to the development shall be per current City of Springfield standards.

SIDEWALK

There is existing sidewalk along the property frontage of S. Zimmer Avenue.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along S. Zimmer Avenue near this property.

IMPROVEMENTS

No improvements are required for this rezoning. A Traffic Impact Study is not required.

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	S. Zimmer Avenue	Collector	No	30	30

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Bibi Investments & Development, LLC, is requesting approval of a Conditional Use Permit (CUP) to allow self-service storage facility within a GR, General Retail district generally located at 1706 South Zimmer Avenue. The GR, General Retail district requires approval of a CUP for a self-service storage facility.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. The City Corridor placetype predominantly

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consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

3. Approval of this application is consistent with the *Plan* which identifies outdoor and personal storage as a supporting use for the City Corridor placetype.
4. Staff has determined that the proposed CUP is appropriate for this area. The addition of the self-service storage facility is a suitable use for this location. The storage facility will function as a supporting land use in proximity to a developing housing, shopping and employment center.
5. The self-service storage facility shall consist of individual, indoor storage units enclosed within a single building.
6. Staff has determined that the requested Conditional Use Permit is in general alignment with the objectives and intent of the *Comprehensive Plan's* City Corridor Placetype as outlined above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* City Corridor Placetype and based on the development's compliance with the standards of approval below (Attachment 2).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use.
2. Recommend approval of the proposed conditional use.
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

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ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 472
REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 472

1. The self-service storage facility shall comply with all of the standards listed in Attachment 2.
2. The self-service storage facility shall be permitted in substantial conformance with Attachment 3.
3. The self-service storage facility shall consist of individual, indoor storage units completely enclosed within a single building.
4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

STANDARDS FOR CONDITIONAL USE PERMIT NO. 472

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield <i>Comprehensive Plan</i> .	The comprehensive plan identifies Zimmer Ave as a "city corridor". The "city corridor" place type has retail listed as a primary land use and personal and outdoor storage listed as a secondary land use, which indicates that this project is consistent with the comprehensive plan. The storage uses will be contained in a single multi-story commercial building that will look similar to any typical commercial building that would be constructed in GR zoning.	This application is consistent with the adopted policies of the Springfield <i>Comprehensive Plan's</i> City Corridor Placetype as outlined in this report.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed self-storage facility use will not affect the safety of the motoring public or pedestrians. The traffic for the self-storage uses will be less than if the whole site was developed as retail and there is public sidewalk along Zimmer Ave to allow pedestrians to travel in safety along the Zimmer Ave corridor.	The conditional use should not add any significant traffic to the existing area as detailed in Public Works Traffic Engineering comments.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed self-storage facility use will not affect fire safety. The site will have a fire lane around the building to meet International Fire Code. The proposed layout provides effective access for fire control.	All required fire safety control measures will be in place.
4. The proposed conditional use will not increase the	The proposed self-storage facility use will not affect the	The conditional use will be developed in compliance

DEVELOPMENT REVIEW STAFF REPORT

hazard to adjacent property from flood or water damage.	flooding hazards of adjacent property owners. The conditional self-storage use will not generate any more runoff than a traditional retail development, and the development will follow the City of Springfield Flood Control guidelines by providing adequate detention meeting the city's stormwater regulations.	with stormwater regulations and additional stormwater requirements, detailed in attachment 2, will help to mitigate stormwater impact in this area.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The proposed self-storage facility use will not affect noise characteristics in the district. The conditional self-storage use will not create more noise than a typical GR-zoned development. The development will adhere to the noise regulations of the City of Springfield.	There should not be any additional excessive noises coming from this development being an indoor storage facility.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	There is no adjoining neighborhood. There is a single family home to the north, but the property is zoned Greene County General Commercial (C-2). The proposed self-storage facility use will not change the visible lights viewed by the single family home to the north. The development will meet the City of Springfield's lighting requirements	On-site lighting will be designed to meet the existing City requirements.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	The proposed self-storage facility use will follow the City of Springfield signage regulations and will not affect the relationship of signs to traffic control.	Any new signage, lighting, or other site improvements will be designed to not increase or hamper traffic flows into and around the property.
8. Such signs will not have an adverse effect on any adjacent properties.	This conditional use permit is for a self-storage use and will not affect signage.	Any new signage will not affect adjacent properties and will be designed to meet City requirements.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic	Zimmer Ave was recently improved, which included additional right of way to allow the pavement to be widened to	There should be minimal traffic flow and as such, the existing roads should be adequate.

DEVELOPMENT REVIEW STAFF REPORT

reasonably expected to be generated by the proposed use.	43 ft wide when Menards was developed. For this reason, we do not anticipate the need to give up additional right-of-way; however, MoDOT and the City of Springfield are reviewing the right of way, and we will meet the traffic department's right-of-way requirements.	
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed self-storage facility use will not have an adverse impact on the surrounding properties. This development is consistent with the comprehensive plan and will be a benefit to the future development of the corridor. There is a requirement that a traffic study be submitted at the time of development as part of the COD with the original GR zoning. The conditional use permit to allow this proposed self-storage facility will not affect this requirement. A traffic study will be submitted at the time of development. The traffic generated by the self-storage facility will be less than if the whole site was developed as retail.	We do not see that this development will have any adverse effect on the adjacent properties. The storage facility will function as a supporting land use in proximity to a developing housing, shopping and employment center.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:	The proposed facilities will meet the bulk and intensity requirements of the existing GR zoning. The neighboring properties are HC (across the street), GR (to the south), and Greene County General Commercial C-2 to the north and east. The site is surrounded by commercially-zoned property. The proposed development will meet the City of Springfield perimeter landscaping and any bufferyard requirements.	It is not anticipated that the conditional use will dominate the immediate vicinity. The surrounding properties are all zoned for commercial use. All City codes are required to be met with regard to these items.

DEVELOPMENT REVIEW STAFF REPORT

a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.		
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	There are no significant natural topographic or physical features on site.	Minimal changes in topography are proposed ensuring that the same drainage patterns that exist are maintained.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There are no natural, scenic or historic features of significant importance on site.	There are no known natural, scenic or historic features of significant importance on site.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed self-storage facility use complies with the lot size requirements, bulk regulations, and performance standards related to GR zoning. The conditional use will not meet the GR use limitations since the purpose of the conditional use permit is to allow self-storage facility as an additional use on the site.	The proposed development will meet the City's zoning requirements as well as the current Building Codes adopted by the City.
15. The proposed conditional use at the specified location will contribute to or promote the	The proposed conditional use will be contained within a	The storage facility will function as a supporting land use in proximity to a developing housing,

DEVELOPMENT REVIEW STAFF REPORT

welfare or convenience of the public.	single multi-story commercial building which will look similar to any typical commercial building. This use will contribute to the welfare and convenience of the public by providing a new climate controlled storage establishment for the southwest side of Springfield.	shopping and employment center.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	The off-street parking lot will adhere to the City of Springfield off-street parking regulations as to the size, material, number of required parking spaces, etc. This conditional use does not require a variance to the parking regulations. There are no adjoining residential lots which would need to be screened. All of the adjoining property is zoned commercial—either in the City of Springfield or Greene County commercial.	Off-street parking will be provided and screened as required by the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The proposed storage facility use does not affect traffic hazards or congestion. The proposed site layout has one entrance/exit drives so as to prevent traffic hazards and to minimize traffic congestion on the adjoining streets.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.

DEVELOPMENT REVIEW STAFF REPORT

18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The proposed self-storage facility use does not change the vehicular circulation elements. The site plan will adhere to typical commercial development standards for conveying vehicles and pedestrians through the site with the sidewalk, parking lot, and drive aisles.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	There is a City Utilities electric line that will need to be relocated as part of the development. This is unrelated to the use and would be required for any GR development since the utility line runs right through the middle of the lot. The development team has contacted City Utilities, and they have confirmed that the relocation can be accomplished without any adverse effects to the public infrastructure. Otherwise, there are no easements, roadways, rail lines, utilities or public rights-of-way adversely affected by the self-storage facility use.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be	There are no existing structures.	The development is required to adhere to all standards of

DEVELOPMENT REVIEW STAFF REPORT

converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.		the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed self-storage facility use will not affect essential public facilities. The site has access to Zimmer Ave. The site has public sewer, water, and electricity provided to it by City Utilities. The development will follow all of the city's building codes and ordinances related to parking, fire protection, drainage, waste, etc.	This project will be served by essential public services in the same manner as their adjacent property.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

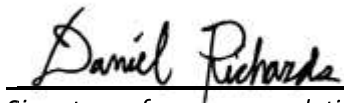
1. Conditional Use Permit for: Self-service storage facilities
2. Meeting Date & Time: Tuesday, 4/18/23 & Thursday, 4/20/23 from 4:00 pm-6:30 p.m.
3. Meeting Location: Fire Station #8, 1405 S Scenic Ave, Springfield, MO 65807
4. Number of invitations that were sent: 32
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

There were no verbal comments.

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

There was one written comment and it was in favor of the conditional use permit.

I, Daniel Richards (*print name*), attest that the neighborhood meeting was held on 4/18/23 & 4/20/23 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Daniel Richards

Printed name of person completing affidavit

Neighborhood Meeting Notice

Date of Letter:

April 5, 2023

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Daniel Richards, Lee Engineering

Address: 1200 E Woodhurst Dr. Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: drichards@leeengineering.biz

PROJECT LOCATION: 1706 S Farm Road 129

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The existing zoning is general retail. The proposed zoning change is a Conditional Use Permit to allow self-storage facilities on this lot. The proposed development is a multi-story retail building with Climate Controlled Self Storage Units.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: Tuesday, April 20, 2023 from 4:00 pm-6:30 p.m.

Location of Meeting: Fire Station #8
1405 S Scenic Ave, Springfield, MO 65807

Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

CIVIL ENGINEERING & DESIGN



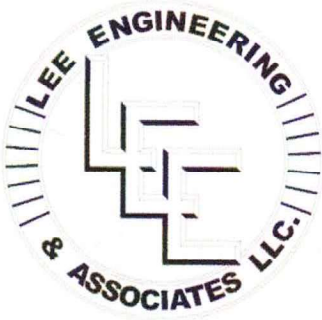
LEE ENGINEERING
& ASSOCIATES LLC.

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LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

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



COMMENT SHEET

Neighborhood Meeting

Tuesday, April 18, 2023 & Thursday, April 20, 2023

Re: CUP to allow Self-service storage facilities within a GR-zoned property
1706 Farm Road 129
Springfield, Missouri

NAME	ADDRESS	PHONE
Wilson P	409 S. Vespella Spfld	417 837-2326

COMMENTS:

I'm ok with climate control
storage building



EXPLANATION TO COUNCIL BILL 2023-138 (MCGULL, HORTON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Underground, Inc.; 3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road; Planned Development No. 229, Amendment 2.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

The applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte Road and Eastgate Avenue. Additional uses, particularly for Areas A, B and D, are proposed to align with the current zoning districts as they have been amended. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte Road and Eastgate Avenue. Additional uses, particularly for Areas A, B and D, are proposed to align with the current zoning districts as they have been amended. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.

2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage, and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.

3. Office, hospitality, retail, and service uses are identified as supporting land uses within the Industry & Logistics placetype.

4. This application would add medical marijuana cultivation, dispensary facilities and infused product manufacturing uses to Areas A and B. Area A is similar to the HC, Highway Commercial District and Area B is similar to the IC, Industrial Commercial district, which were both amended to allow these uses. Area A is approximately 48 acres and is located at the northeast corner and the frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and access that the highway frontage would provide. Approximately 260 acres are located south of Kearney Avenue and east of LeCompte Road; access to the underground will be within Area B (refer to Exhibit 2 for the Preliminary Development Plan). The mining and related activities are allowed to continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground.

5. Area B is also proposed to be amended to allow more commercial uses such as offices, banks, entertainment-oriented uses, and commercial outdoor recreation.

6. Area D, located along Division Street, is proposed to match the GR, General Retail

uses. This is consistent with commercial uses located along a major corridor classified as a primary arterial.

7. Area E is proposed to add multi-family uses with a limit of eleven (11) dwelling units per acre. This area is located along the far eastern portion of the PD. It also includes a drainage and detention basin along the eastern district boundary. No buildings can be constructed within 500 feet of this eastern district boundary.

8. This application intends to add uses and maintain the provisions of the existing PD to ensure compatible development that was envisioned for the area in the past.

9. The City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway.

10. MoDOT and the City of Springfield Traffic Engineering accept the proposed PD. Both public entities have the ability to require a Traffic Impact Study by existing code. The PD language requires public and private improvements to adequately accommodate the intensity of development proposed in the district. It also accounts for the phased development by requiring improvements to be made in each phase of development. For reference, the PD requires the improvements listed under the "Required Improvements" section of the PD.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Industry and Logistics Placetype and on the findings of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. PD 229 Amendment 2
2. PD 229 AM 2_exh A
3. PD 229 AM 2_exh B
4. PD 229 2 am_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 74
Filed: 05-30-23

Sponsored by: McGull, Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-138

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 402 acres of property generally located in the 3400 to 4000 block of
4 East Division Street and the 1600 to 2200 block of North Le
5 Compte Road from Planned Development No. 229 Amendment 1 to
6 Planned Development No. 229 Amendment 2; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200
13 block of North Le Compte Road, and more fully described in "Exhibit A," from Planned
14 Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2;
15 and
16

17 WHEREAS, following proper notice, a public hearing was held before the
18 Planning and Zoning Commission on May 11, 2023, a copy of the Record of
19 Proceedings from said public hearing being attached hereto and incorporated herein by
20 this reference as "Exhibit B," and said Commission made its recommendation; and
21

22 WHEREAS, the City has reviewed the applicant's request and prepared a staff
23 report concerning the application; and
24

25 WHEREAS, proper notice was given of a public hearing before City Council and
26 said hearing was held in accordance with law.
27

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

31 Section 1 – The property described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is hereby rezoned from Planned Development
33 No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. Springfield

Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards included in "Exhibit C – Exhibit 1B," with said "Exhibit C" being attached hereto and incorporated herein in its entirety by this reference; and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 229 Amendment 2.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

Two parcels of land being all of the same property as described in Book 1559, at Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22, Book 1768, at Page 1086 and Book 2604, Page 621, lying South of the St. Louis – San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

TRACT 1:

COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, SW1/4, a distance of 217.24 feet; Thence N02°37'48"E, leaving said South line, a distance of 79.65 feet, to an existing 1/2" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (State Highway YY), as it now exists, for the POINT OF BEGINNING; Thence N41°12'38"W, along said North right-of-way line, a distance of 64.22 feet, to an existing 1/2" iron bar capped "LC-366", being a point on the East right-of-way line of U.S. Highway 65 at Station 823+50, 275.00 feet right (Measured and Deeded), as described in Book 1356, at Page 95, Book 1356, at Page 97 and Book 1426, at Page 713 where an existing State Highway right-of-way post bears N0°27'06"W, 4.44 feet; Thence leaving said North right-of-way line and along said East right-of-way line the following five (4) calls: (1) N08°20'24"W, a distance of 823.45 feet, to an existing 1/2" iron bar capped "LC 366" at Station 815+40, 125.00 feet right (Measured and Deeded); (2) N02°09'20"E, a distance of 2040.04 feet, to an existing 1/2" iron bar capped "LC-366", at Station 795+00, 125.00 feet right (Measured and Deeded), where an existing State Highway right-of-way post bears N17°04'20"E, 4.21 feet; (3) N07°51'58"E, a distance of 201.00 feet, to an existing 1/2" iron bar "LC 366" at Station 793+00, 145.00 right (Measured and Deeded); (4) N02°09'20"E, a distance of 190.02 feet, to an existing 1/2" iron bar capped "LC 366" at Station 791+11.88, 145.00 feet right where an existing State Highway right-of-way post bears S05°06'50"W, 1.90 feet, said iron bar being a point on the South right-of-way line of said St. Louis – San Francisco Railroad; Thence leaving said East right-of-way line and along said South right-of-way line and along a non-tangent curve to the left with a radius of 5,365.39 feet (1° Record), an arc length of 886.01 feet, a central angle of 09°27'41", and a chord which bears N80°00'14"E, 885.00 feet, to an existing 1/2" iron bar capped "LC 366"; Thence N75°42'03"E, continuing along said South right-of-way line, a distance of 1,728.89 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent West right-of-way line of LeCompte Road, as it now exists; Thence leaving said South right-of-way line and along said apparent West right-of-way line, S01°11'03"W, a distance of 1,387.72 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°31'23"W, continuing along said apparent West right-of-way line, a distance of 2,594.57 feet, to an existing 1/2" iron bar on the North right-of-way line of said Division Street, per MODOT construction plans for State Highway YY; Thence leaving said West right-of-way line of LeCompte and along the North right-of-way line of said Division Street for the next nine (9) calls: (1) S47°07'18"W, a distance of 62.66 feet, to an existing State Highway right-of-way post; (2) N87°22'12"W, a distance of 483.19 feet, to an existing 1/2" iron bar capped "LC 366"; (3) N81°39'34"W, a distance of 50.25 feet, to an existing 1/2" iron bar (bent); (4) N87°22'12"W, a distance of 50.00 feet, to an existing 1/2" iron bar capped "LC 366"; (5) S88°04'28"W, a distance of 50.15 feet, to an existing State Highway right-of-way post; (6) N87°14'56"W, a distance of 724.31 feet, to an existing 4" by 4" concrete right-of-way marker, where a State Highway right-of-way post bears N79°35'12"W, 1.65 feet; (7) N78°05'09"W, a

distance of 252.61 feet, to a State Highway right-of-way post; (8) N87°13'51"W, a distance of 500.71 feet, to an existing 4" by 4" concrete right-of-way marker; (9) N87°25'05"W, a distance of 250.00 feet, to the POINT OF BEGINNING, EXCEPT for a 4.389, more or less, acre tract being all that part of a tract of land deeded to City Utilities of Springfield, recorded in Book 1256, at Page 532, being more particularly described as: COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 561.59; Thence N02°37'48"E, leaving said South line, a distance of 304.81 feet, to an existing 5/8" iron bar capped "LC 62" being the Southwest corner of said tract, and the POINT OF BEGINNING; Thence N01°06'55"E, along the East line of said tract, a distance of 448.16 feet, to an existing 5/8" iron bar capped "LS 255-D"; Thence S87°18'36"E, leaving said West line, a distance of 427.02 feet, to an existing 5/8" iron bar (bent), being a point on the East line of said tract; Thence S01°06'55"W, along said East line, a distance of 447.71 feet, to an iron bar set LC 366, being the Southeast corner of said tract; Thence N87°22'12"W, leaving said East line and along the South line of said tract, a distance of 427.01 feet, to the POINT OF BEGINNING, Containing 9,079,316 square feet or 208.432 acres, more or less.

TRACT 2:

COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 2,640.20 feet, to the Southeast corner SE1/4, SW1/4, of said Section 10; Thence S87°16'28"E, along the South line of the SW1/4, SW1/4, SE1/4, a distance of 655.61 feet; Thence N02°43'32"E, leaving said South line SW1/4, SW1/4, SE1/4, a distance of 34.23 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street (State Highway YY) and a point on the East line of a tract of land recorded in Book 2022, at Page 031500-22; Thence N01°28'07"E, leaving said North right-of-way line, and along said East line of said tract, a distance of 643.47 feet, to an existing 1/2" iron bar capped "LC 366", at the Northeast corner of said tract; Thence N86°15'33"W, leaving said East line and along the North line of said tract, a distance of 636.05 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent East right-of-way line of said LeCompte Road; Thence N01°31'23"E, leaving said North line, and along said apparent East right-of-way line, a distance of 1,986.57 feet, to an existing iron bar capped "LC 366"; Thence N01°11'03"E, continuing along said apparent East right-of-way line, a distance of 1,378.16 feet, to an existing cotton spindle being a point on the apparent South right-of-way line of Farm Road 116 (Old Wire Road), as it now exists; Thence N75°41'43"E, leaving said East right-of-way line of LeCompte Road, and along said South right-of-way line of Farm Road 116, a distance of 1,266.87 feet, to an existing iron bar capped "LC 366"; Thence continuing along said South right-of-way line and along a tangent curve to the right, having a radius of 45.00 feet, an arc length of 82.80 feet, a central angle of 105°25'07", and a chord which bears S51°35'44"E, 71.60 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°08'35"W, continuing along said South right-of-way line, being 8.00 feet West of and parallel with the East line of the NW1/4, NE1/4 (per a survey recorded in SRB 38-228), a distance of 401.87 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S87°26'26"E, leaving said parallel line and continuing along said South right-of-way line, a distance of 1323.99 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East line of the SE1/4, NE1/4 of said Section 10; Thence S01°28'28"W, leaving said South right-of-way line and along the East line of said SE1/4, NE1/4, a distance of 1,312.94 feet, to a point on the North line of Lot 2 of Hickory Valley Phase 2, recorded in Plat Book AAA, at Page 498; Thence N87°12'24"W, leaving said East line, and along the North line of said Lot 2

and beyond, along the North line of a tract of land recorded in Book 2712, at Page 1236, a distance of 655.22 feet, to the Northwest corner of said tract, where an existing 1/2" iron bar bears S87°12'24"E, 2.27 feet and an existing 5/8" iron bar capped "LS 1918" bears S01°31'48"W, 2.22 feet; Thence S01°31'48"W (S01°06'21" Deed), leaving said North line, and along the West line of said tract, a distance of 1,055.68 feet (1,055.66' Deed), to the Northwest corner of Lot 6 in Weatherwood Subdivision, as recorded in Plat Book NN, at Page 44, where an existing 5/8" iron bar capped "LS 1918" bears S88°30'56"E, 0.50 feet; Thence S01°31'48"W, along said West line of Weatherwood Subdivision, the West line of Supreme Estates, as recorded in Plat Book KK, at Page 23, and the West line of a tract of land recorded in Book 2004, at Page 012891-04, a distance of 1,582.31 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street; Thence N87°17'49"W, leaving said East line, and along said North right-of-way line, a distance of 1,304.22 feet, to the POINT OF BEGINNING, containing 8,449,309 square feet, or about 193.969 acres, more or less, both tracts combined containing 402.402 acres, more or less, subject to rights-of-way, easements and restrictions of record.

EXHIBIT B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

Planning and Zoning Commission – May 11, 2023

COMMISSION ACTION: (combine presentation)

Mr. Knuckles motioned to combine the presentation for Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) and Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road). Mr. Lebeck seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Planned Development 229 2nd Amendment

3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road Applicant: Springfield Underground, Inc.

Mr. Sparlin stated that this is a request to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block North LeCompte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229, Amendment 2.

Mr. Jobe opened the public hearing.

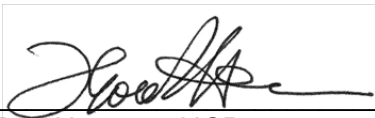
Mr. Jared Rasmussen, 550 E. St. Louis and representing the applicant. He noted that medical marijuana uses are not part of the plans for development at the current moment. Discussed improvements along LeCompte and spoke about the governor's cost share and grant funding opportunities.

Mr. John Griesemer, 3253 E. Chestnut wanted to thank the cooperation with the city, state, and county and noted the grant for costing sharing was the final push.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend approval of Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) as set forth in Exhibit 1 and 2 of the staff report on this item. Mr. Colony seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

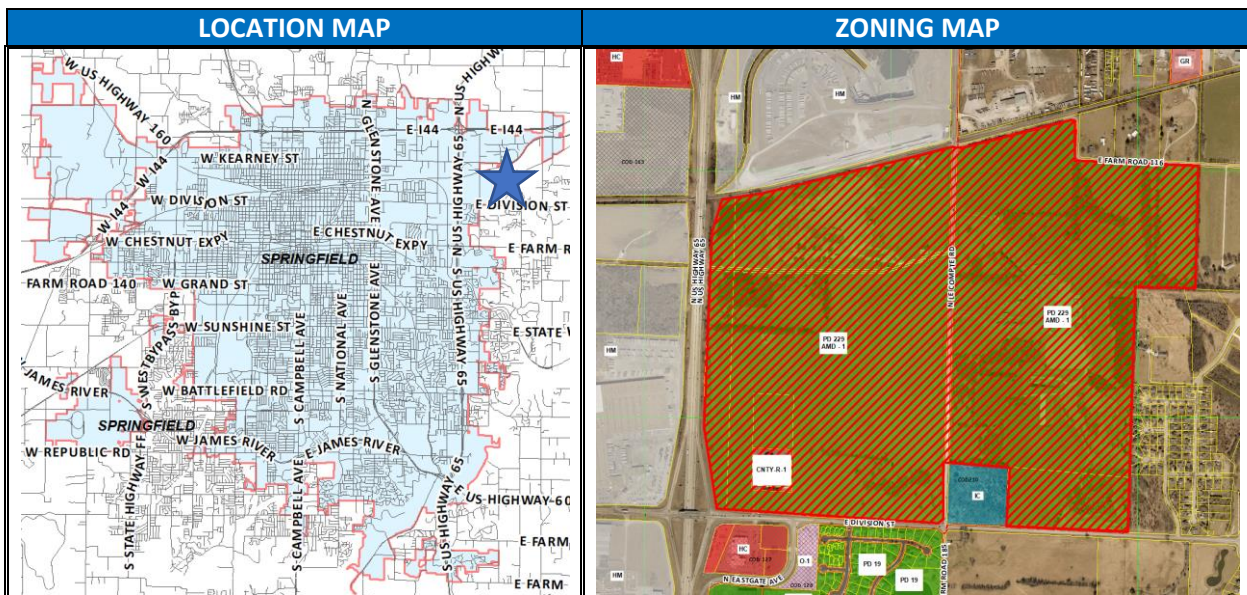
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Planned Development No. 229, Amendment 2
Location:	3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road
Total Acres:	402 acres
Applicant:	Springfield Underground, Inc.
Existing Land Use:	Stone quarry, underground storage facility and entrance and undeveloped land
Neighborhood Meeting:	April 19, 2023
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the preliminary development plan for Planned Development No. 229, Amendment 2, as set forth in Exhibit 1 and Exhibit 2 of the staff report on this item.
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229, Amendment 2.



DEVELOPMENT REVIEW STAFF REPORT

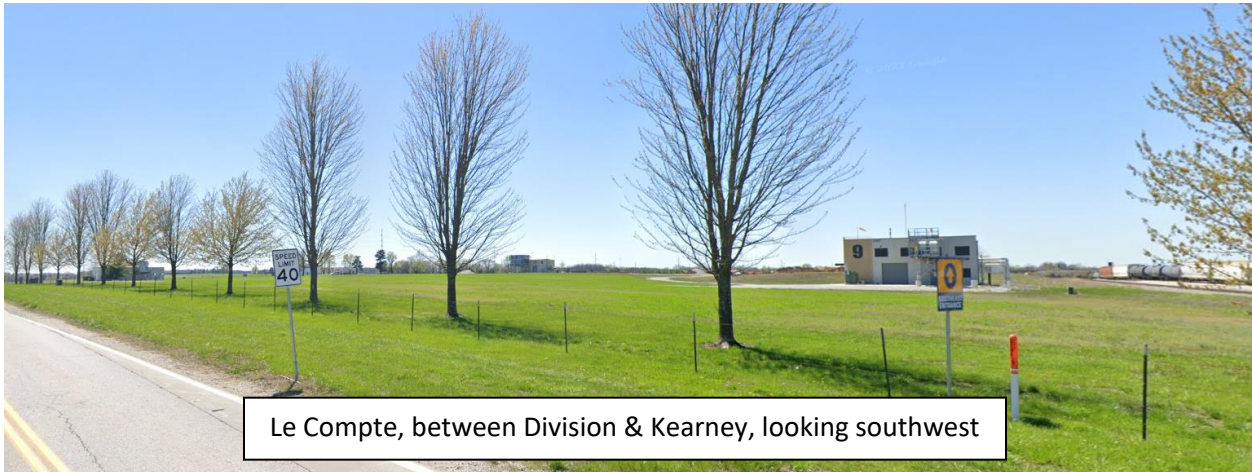
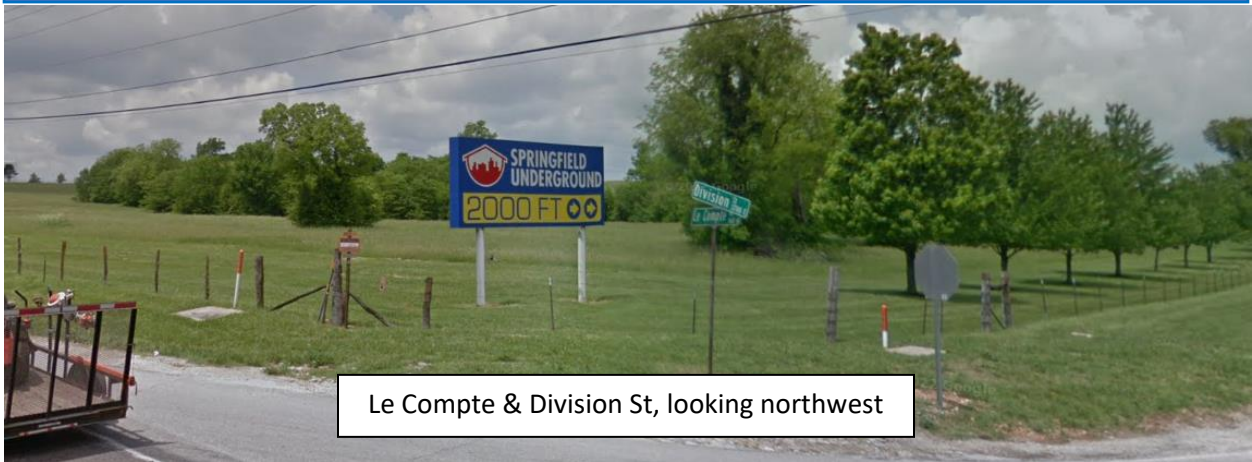
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was zoned PD 229 in May 1999 and then amended to the current zoning in August 2004.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE REQUIREMENTS:

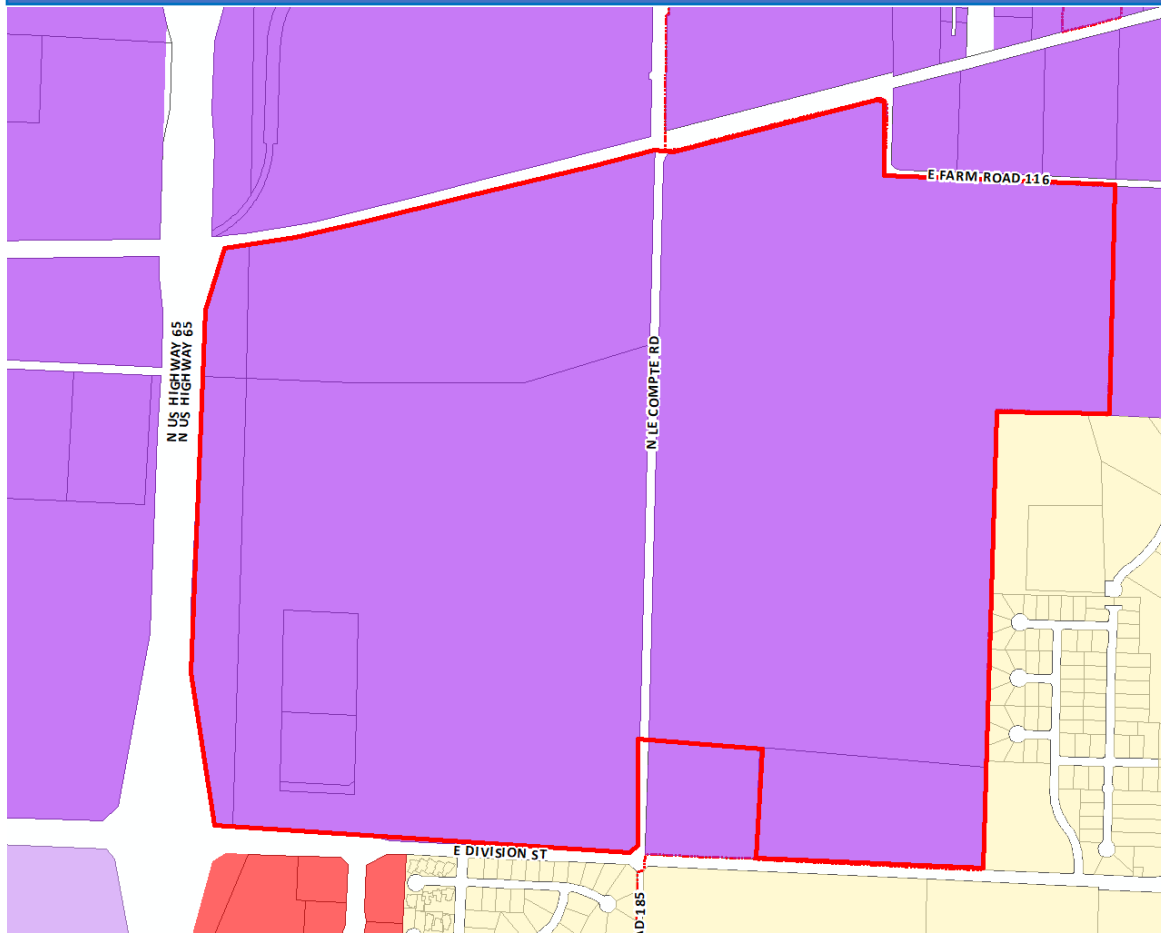
CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT
Use Limitations	See PD provisions in Exhibit 1
Minimum Lot Size	See PD provisions in Exhibit 1
Maximum Height	See PD provisions in Exhibit 1
Bulk Plane	See PD provisions in Exhibit 1
Minimum Yard Requirements	See PD provisions in Exhibit 1
Minimum Open Space	See PD provisions in Exhibit 1
Design Requirements	See PD provisions in Exhibit 1
Buffering and Landscaping	See PD provisions in Exhibit 1

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.

FUTURE PLACETYPE MAP:

DEVELOPMENT REVIEW STAFF REPORT



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office / Hospitality / Retail Sales & Service	Neighborhood Commercial	Major Arterial / Retail Sales & Service	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage / Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○
Downtown	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

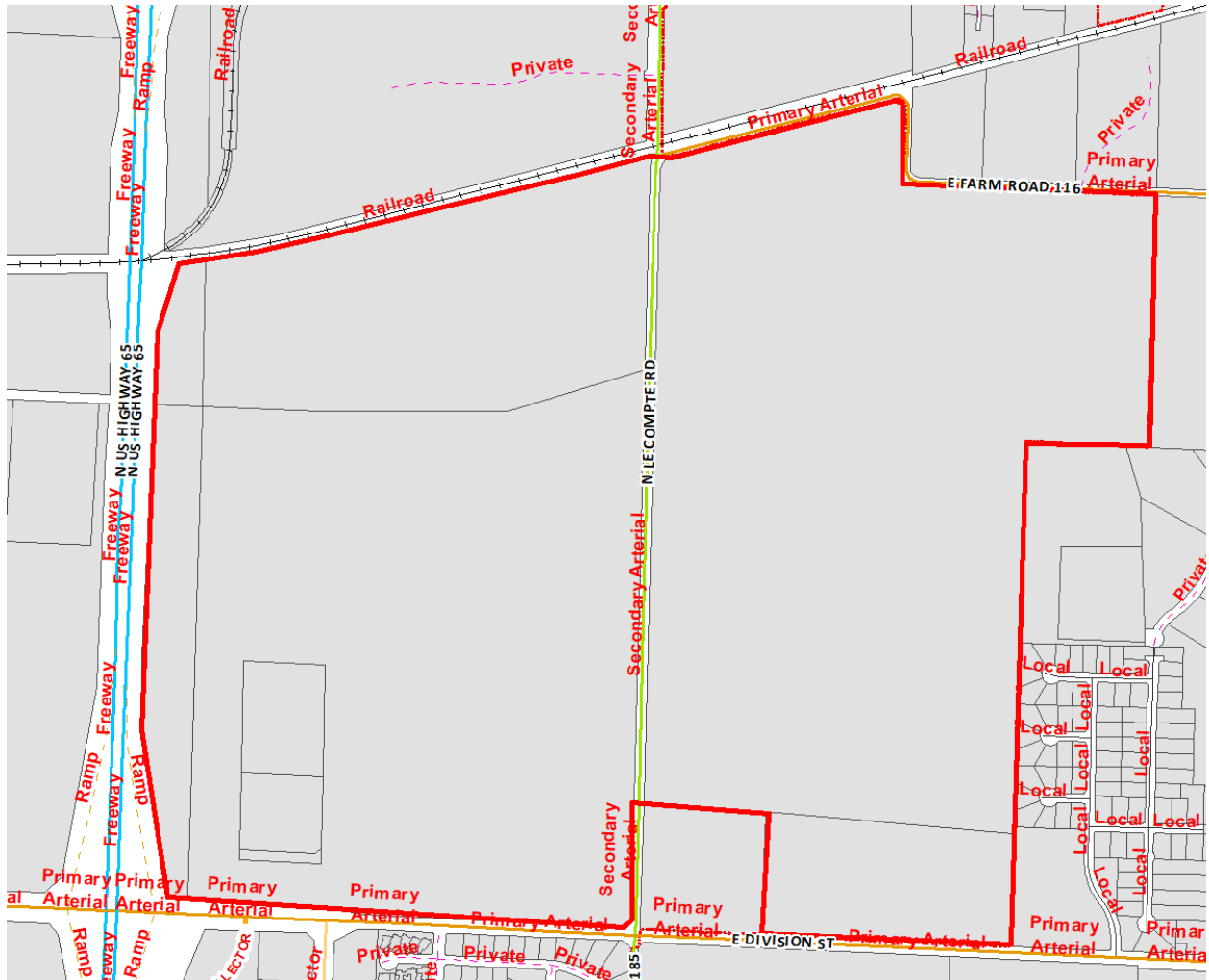
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	HC COD 127, O-1 COD 128,	County A-1, County R-1, PAD	HM
LAND USE	Springfield Underground,	Car dealership, offices, multi- family residential, single-family residence,	Single-family residence, Agriculture uses	U.S. 65 Highway right-of-way, industrial and warehouse uses.
PLACETYPES	Industry & Logistics	City Corridor, Traditional	Industry & Logistics, Traditional	Industry & Logistics

DEVELOPMENT REVIEW STAFF REPORT

		Residential neighborhood	Residential neighborhood	
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DEPARTMENT COMMENTS:**DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:**

No comments.

CITY UTILITIES:

No issues with the proposed rezoning or planned development.

**DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT
DIVISION:**

No objection to the PD however we have the following comments regarding the subdivision; 1. The only lots that currently have access to public sewer are lots 3, 4, 6, 7 and 9. Public sewer extensions will be required for lots 1, 2, 5 & 8. The sewer should be extended to the buildable area of those lots. Sanitary Sewer Public improvement plans will be required before any final plats or building plans could be approved. The public improvements must be completed or escrowed before the final plat can be approved. 2. There is an existing \$0.0147 per square foot trunkline fee for portions of these lots that would need to be paid as part of any public improvement plans submitted for the plat. This fee is based on the area of the lots and will be added to the engineering and inspection fees for the public improvement plans. Some portions of this fee were paid with previous public improvement plans. It would be good to see the proposed lot numbers on the PD.

FIRE DEPARTMENT:

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:**STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION**

City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width from the centerline of N. Le Compte Road is 35 feet. The standard right-of-way width from the centerline of E. Division Street is 50 feet. It appears that additional right-of-way is needed along both N. Le Compte Road and E. Division Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Le Compte Road is a city-maintained street and E. Division Street is a state-maintained street.

ACCESS

All access to the development shall be per the traffic study, planned development, current MoDOT standards and/or current City of Springfield standards.

SIDEWALK

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Per the planned development, sidewalks are required along all public streets.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along E. Division Street and N. Le Compte Road near this property.

IMPROVEMENTS

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Le Compte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	40	50

MISSOURI DEPARTMENT OF TRANSPORTATION:

MoDOT finds the rezoning proposed acceptable. MoDOT will have more input as the actual development happens and needed improvements to MoDOT's system are assessed through a Traffic Impact Study.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the amended planned development, there is no proposed change to the Stormwater Requirements Language. Please note that development of the property will be subject to the following conditions at the time of development:

DEVELOPMENT REVIEW STAFF REPORT

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.
 - a. Detention is required for all developments on the effect properties. There is an existing detention and water quality basin on the SE tract of the property, this basin will need to meet current Stormwater Regulations at time of development.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

Sinkhole and Karst Features:

1. The Site contains one or more known sinkholes and will discharge to one or both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

DEVELOPMENT REVIEW STAFF REPORT

3. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.
4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street from Planned Development No. 229 Amendment 1 to Planned Development No. 229, Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte and Eastgate Avenue. Additional uses, particularly to Areas A, B and D, are proposed to align with the current zoning districts as they have been amended permitted uses. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.
3. Office, hospitality, retail and service is identified as a supporting land use within the Industry & Logistics placetype.
4. This application would add medical marijuana cultivation, dispensary facilities and infused product manufacturing uses to Area A and Area B. Area A is similar to the HC, Highway Commercial District and Area B is similar to the IC, Industrial Commercial district which were both amended to allow these uses. Area A is approximately 48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and access that the highway frontage would provide. Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area B. Refer to Exhibit 2 for the Preliminary Development Plan. The mining and related activities are allowed to continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground.

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5. Area B is also proposed be amended to allow more commercial uses such as offices, banks, entertainment-oriented uses, and commercial outdoor recreation.
6. Area D, located along Division Street, is proposed to match the GR, General Retail uses. This is consistent with commercial uses located along a major corridor classified as a primary arterial.
7. Area E is proposed to add multi-family uses with a limit of eleven (11) dwelling units per acre. This area is located along the far eastern portion of the PD. It also includes a drainage and detention basin along the eastern district boundary. No buildings can be constructed within 500 feet of this eastern district boundary.
8. This application intends to add uses and maintain the provisions of the existing PD to ensure compatible development that was envisioned for the area in the past.
9. The City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway.
10. MoDOT and the City of Springfield Traffic Engineering accept the proposed PD. Both public entities have the ability to require a Traffic Impact Study by existing code. The PD language requires public and private improvements to adequately accommodate the intensity of development proposed in the district. It also accounts for the phased development by requiring improvements be made in each phase of development. For reference, the PD requires the improvements listed under the "Required Improvements" section of the PD.
11. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements and facilities may be necessary to accommodate development.
12. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
13. There are adequate utility and sewer and water facilities existing or can be provided with necessary extension of such services that would be permitted on the property if it were rezoned;
14. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
15. The proposed rezoning was reviewed by City departments whose comments can be viewed above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Industry and Logistics Placetype and on the finding of facts above.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

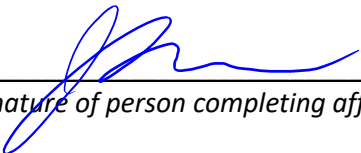
1. Request change to zoning from: PD 229 to PD 229 Amended
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 19, 2023
3. Meeting Location: Greenstay Hotel & Suites, 222 N Ingram Mill Avenue, Springfield 65802
4. Number of invitations that were sent: 153
5. How the mailing list was generated: By City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 25
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached neighborhood response letter.

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

See attached neighborhood response letter.

I, Jared Rasmussen (print name), attest that the neighborhood meeting was held on April 19, 2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Jared Rasmussen

Printed name of person completing affidavit

Neighborhood Meeting

NE Corner of HWY 65 and Division Street

April 19, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
MARK STILLWELL	3660 EAST SHEFFIELD WAY 65802	(417) 862-7962
Bill Smilie	1205 N CHELMSWORTH LN SPRINGFIELD MO 65802	417-866-4668 Home 417-839-7630
Marilyn Dennis	3701 E. Cromwell Ln. Springfield, MO 65802	417-425-5051
Steve & Carrie Brown	2296 Ankeny Creek Ln Springfield 65802	417-830-2846
MARK THOMSON	4803 E P.R. 116	417-839-9798
Charles Lynn	3201 East Division	417-875-4206
Red Chana	1654 N New Castle	417 773-0721
Robert Lashmet	3634 E Sheffield Way	417-234-1052
Bob Nawell	4711 E. Farm Rd 128	(417) 443-4920
TERRY QUICK	3253 E. CHESTNUT EXPY 65802	(417) 861-0651
David Gott	447 W FARM RD 64 SPRINGFIELD	417-880-8381

Neighborhood Meeting

NE Corner of HWY 65 and Division Street

April 19, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Christina Angle	8925 River Hills Ln	417-874-1700
Josh Bryan	1006 E Cammer St	417-838-8464
FRANK GARONER	3679 E. Cornwell Ct.	417-861-0255
Joyce Snyder	1229 N New Castle Ave	417-849-0359
John Steinberg	1217 N. Newcastle	417-864-9850
Nancy Hudson	1360 N. Cooper Blvd	417-863-6061
John Chiles	1972 S Oak Grove	971-282-7849
MIKE CHILES	11750 W FR 124 BOIS D'ARC MO	417 848 3465
Joe + Bonnie Ford	3037 E. Cornwell Springfield, MO	417-839-5600
Owen Cameron	1686 N Marshall	417-315-3549
J.R. Hutchison	101 N MILL ROBERTSVILLE MO 65742	417-350-8333
Bruce Adib-yazdi	1946 S. Holland	417 848 6001

550 St Louis Street / Springfield, MO 65806

O 417.890.8802 / olsson.com

Planning & Zoning Commission Page 15 of 65

olsson



April 21, 2023

City of Springfield
Development Review Office
840 Booneville Avenue
Springfield, Missouri 65801

Dear Mr. Hosmer:

This letter is in response to a neighborhood meeting held on April 19, 2023, and associated with the proposed rezoning of Springfield Underground. The property is generally located east of Highway 65, north of E. Division Street, and south of the BNSF rail line. Discussion topics and responses are provided below.

Both the verbal and written comments were generally related to increased traffic, concerns with increase stormwater runoff, and trash. The majority of those present were residents within Cooper Estates. Positive comments were received related to the opportunity of shopping amenities that could be developed that are not in close proximity currently. There were also concerns with location of the proposed Multi-Family as indicated on the PD Exhibit 2 that was provided to the neighbors prior to the neighborhood meeting.

While the PD amendment doesn't specifically indicate the planned roadway improvements, it was discussed that traffic studies will be required at each phase of the development. Furthermore, the planned improvements associated with the LeCompte/Division and Eastgate grants were discussed. It was discussed how these improvements will help to alleviate some of the existing traffic concerns raised. However, it was discussed that future improvements are anticipated once future development plans are identified.

As for stormwater concerns, it was discussed that drainage paths from the development will not discharge towards Cooper Estates. Residents of Cooper Estates mentioned that currently drainage from the MoDOT ditch along Division discharges into Cooper Estates. It was explained to the neighbors that drainage from the proposed development doesn't flow towards Cooper Estates. The natural/existing drainage from the land discharges to an existing culvert under LeCompte, that then intern, discharges to a natural swale southeast of the LeCompte and Division intersection.

Regarding trash, it was discussed that it's the responsibility of the future users to keep their properties clean, and of the developer to maintain all detention basins on the site in perpetuity.

Regarding the concerns with the Multi-Family, it was discussed with the neighbors that the Multi-Family use as indicated on the provided Exhibit 2 was not to be located in Area E. It was discussed that this was a typo, of which the city had been made aware, and that Multi-Family was to only be allowed in Area F. The neighbors appeared to be relieved with this corrected information.

Should you have any questions regarding our response to the written and verbal comments received prior to the date of this letter, please contact me at 417.890.8802 or at jrasmussen@olsson.com.

Sincerely,



Jared Rasmussen, PE
Olsson Project Manager

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4/19/23	Telephone No.	417 848 6001
YOUR NAME:	Bruce Adib-yazdi		
YOUR ADDRESS:	1946 S. Holland		
PROJECT ADDRESS:	NE CORNER 65/DIVISION		
COMMENTS:	LOVE THE SHARED BIKE / PED PATH!!! ON LECOMPTRE ROAD		

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	APRIL 19, 2023	Telephone No.	417 862 7962
YOUR NAME:	MARK STILLWELL		
YOUR ADDRESS:	3660 EAST SHEFFIELD WAY L5802		
PROJECT ADDRESS:			
COMMENTS:	ANY PLAN TO PUT MIXED RETAIL BETWEEN 65 AND LECOMTE WITHOUT MAKING DIVISION STREET FOUR LANES WIDE WILL CAUSE HORRIBLE TRAFFIC CONGESTION ALONG DIVISION EAST OF US 65, PARTICULARLY IN LARGE TRUCK TRAFFIC. DIVISION IS BAD ENOUGH NOW WITH ALL THE INCREASED RESIDENTIAL DEVELOPMENT EAST OF LECOMTE ROAD		

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4-19-2023	Telephone No.	417-725-2431
YOUR NAME:	JOE FARLEY VP-COOPER ESTATES POA		
YOUR ADDRESS:	1311 N. COOPER BLVD		
PROJECT ADDRESS:	SPRINGFIELD UNDERGROUND		
COMMENTS:	SEE ATTACHED LETTER		

Mr. Bob Hosmer, AICP Planning Manager

4/19/2023.

City of Springfield Development Review Office

840 Booneville Avenue

Springfield, Missouri 65801

Dear Mr. Hosmer.

We, the Cooper Estates Property Owners Association, are writing about the proposed rezoning of the Springfield Underground property. There are specific concerns we have about the rezoning as planned and explained in your notice of a neighborhood meeting. Our concerns include the unit density, worsening of traffic along Division, and drainage and detention in an area near homes in our neighborhood.

As you may recall, the ten-acre property to the east of this property, at the northeast corner of Division and LeCompte, the city recently rezoned for retail use. The proposed rezoning of the Underground property would authorize a residential density of eleven units per acre in area E. An acre is 45560 sq ft. A housing density of eleven units per acre amounts to 4140 sq ft per unit with no consideration for roads. Local neighborhoods have houses larger than the lot size proposed. The property is approximately forty acres, which would allow 40 to 50 residential dwellings just to our north in addition to whatever retail development occurs on the adjacent property described above. This density is not consistent with neighborhoods in the area including our neighborhood as well as neighborhoods to the east. We would be genuinely concerned if this density represents an apartment project.

The proposed rezoning and development would do little to improve traffic and congestion along Division Street. With the amount of traffic into and out of Springfield on Division the proposals will only add to the congestion. This is a real safety issue for our neighborhood. There is 18-wheel truck traffic along Division, mostly from LeCompte to the west to access sixty-five and the interstate. The road improvements proposed will improve access for traffic to the Underground and traffic to the proposed development. It will worsen traffic along Division Street from LeCompte to the west, especially if taken as a whole and include any future retail development as zoned along Division. Possibly portions of Division should be four lanes.

It is a concern there will be a drainage and detention basin directly across the road from four to five of the homes in our neighborhood. This basin can increase mosquitoes and other insects in the area. In addition to collecting runoff this will be an area where trash and garbage will collect especially with the proposed unit density. This basin would be more appropriate in an area not as close to existing homes or in one of the areas not planned for development.

Thank you for your time and consideration of our concerns. We ask you consider the adjacent neighbors and the appropriateness of these changes in relation to the current use of the neighboring properties.

Sincerely.

Cooper Estates Property Owners

EXHIBIT 1A

Requirements and Standards Applicable to
Planned Development District No. 229 Amended

No building or other permits may be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

APPLICANT'S OVERALL CONCEPT OF PLANNED DEVELOPMENT:

This ~~planned~~planned development is located at the northeast corner of U.S. Highway 65 and Division Street. The intent of this district is to allow a mix of commercial, office, multi-family and industrial development consistent with adopted policies and plans for the area. The planned development permits highway commercial, general retail, office, and multi-family ~~and neighborhood retail~~ activities along the U.S. Highway 65 frontage and Division Street. Office and industrial are permitted on the remainder of the property. This planned development designates approximately 2600 acres of property for industrial purposes, which will be conducted inside a building with related outdoor storage screened from surrounding properties.

The purpose of this amendment is to clarify update roadway design standards and alignments to correspond with recent awarded federal and state grants for LeCompte Road and Eastgate Avenue ~~the phasing of the public and private improvements required to accommodate development of this district.~~ In addition, adjustments have been proposed to the allowed uses within Areas E & F to correspond to the recent update to the City's Comprehensive Plan. All improvements required with the original planned development are included and will be required as deemed appropriate and warranted based on the type and intensity of development with each phase, with all improvements ultimately being completed upon full development of the district.

DEFINITIONS: For purposes of this ordinance, the definitions contained in the Springfield Zoning Ordinance and the following shall apply:

E§1-1

1. **Floor Area, Gross:** The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.
2. **Floor Area Ratio (FAR):** The gross floor area of all buildings on a lot divided by the lot area.

$$\text{FAR} = \frac{\text{Gross Floor Area}}{\text{Total Site Area}}$$

3. **Impervious Surface:** Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.
4. **Impervious Surface Ratio (ISR):** The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$\text{ISR} = \frac{\text{Area covered by impervious surfaces}}{\text{Total site area}}$$

5. **Open Space:** Any occupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.
6. **Open Space Ratio (OSR):** The proportion of a site covered by open space which shall be determined as follows:

$$\text{OSR} = \frac{\text{Area covered by open space}}{\text{Total site area}}$$

Eξ1-2

7. **Vehicular Use Area:** That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

USES PERMITTED: Only the following uses shall be permitted:

A. Entire Development

Mining, warehousing and distribution are permitted in all areas underground provided all access to the underground and facilities related to the underground mining are only located in Area C. Ventilation facilities and access for emergency evacuation are permitted in all areas. An additional access to the underground shall be allowed in Area E. Temporary Mining activities to support creation of the additional access shall be allowed within Area E.

B. Area A

Approximately ~~47~~48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and superior access the highway frontage provides.

1. Athletic clubs, fitness centers and indoor sports facilities.
2. Automobile sales and service (excluding body and fender repair or paint shops, unless completed indoors and ancillary to the primary use)
3. Bakeries retail or wholesale
4. Banks and financial institutions, including automatic teller machines and drive-thru facilities
5. Commercial amusements including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice skating arenas and motion picture theaters (excluding drive-in theaters). However, the sale of alcoholic beverages, for consumption on site at any of the above uses shall be prohibited unless the volume of the alcoholic beverage business is no greater than one-third of the total food sales served and consumed on site.
6. Convenience stores with or without gas pumps.

Eξ1-3

7. Day care centers.
8. Furniture and appliance stores.
9. Hardware and home improvement stores.
10. Heating and plumbing sales and service as part of a shopping center.
11. Home and general equipment rental agencies.
12. Hotels, motels and inns.
13. Offices, administrative, business, finance and professional
14. Offices, medical and dental.
15. Personal service establishments (excluding massage parlors)
16. Pet stores and pet grooming.
17. Photo processing.
18. Public service and public utility uses.
19. Restaurants, including drive-ins, pick-up and drive-thru facilities.
20. Retail establishments
21. Schools, professional, commercial, industrial and trade.
22. Veterinary clinics.
23. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
24. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- 22-25. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

C. **Area B**

~~Approximately 70 acres located west of LeCompte Road and north of Division and east of Highway 65. The intended land use is to serve as a~~

~~transition between the more intense industrial development in Area C and the commercial development in Areas A & E. All office and light industrial operations will be conducted within a building with no external impact or effect.~~

~~3. Any establishment that provides supplies and/or services primarily to commercial and industrial customers.~~

~~3. Any light manufacturing, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.~~

~~4. Athletic clubs, fitness centers and indoor sports facilities~~

~~5. Banks and financial institutions, including automatic teller machines and drive-thru facilities.~~

~~6. Day care centers.~~

~~7. Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.~~

~~8. Offices, administrative, business, finance and professional.~~

~~9. Offices, medical and dental.~~

~~10. Schools, professional, commercial, industrial and trade.~~ Not Used

D. Area C

Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area C. The mining and related activities shall continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground. Area C is intended for heavy industrial uses. The surface will be development with manufacturing, warehouse and distribution facilities.

~~4.1.~~ Manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.

~~5.2.~~ Mining and related activities including but not limited to conveying, crushing, storage and sales of aggregate .

Eξ1-5

- ~~6.3.~~ Establishments that provide supply and/or services primarily to commercial and industrial customers.
- ~~7.4.~~ Electric and steam power plants internal to the manufacturing facility.
- ~~5.~~ Offices, administrative, business, finance and professional.
- ~~8.6.~~ Offices, medical and dental.
- ~~9.7.~~ Police and fire stations.
- ~~10.8.~~ Public service and public utility uses.
- ~~11.9.~~ Schools, professional, commercial, industrial and trade.
- ~~12.10.~~ Truck terminal and trailer staging.
- ~~11.~~ Warehouse storage and distribution center.
- ~~12.~~ Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.
- ~~13.~~ Banks and financial institutions, including automatic teller machines and drive-thru facilities.
- ~~14.~~ Entertainment-oriented use group as defined in section 36-310
- ~~15.~~ Commercial outdoor recreation use group as defined in section 36-310.
- ~~16.~~ Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~17.~~ Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~18.~~ Medical marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~19.~~ Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject

to all other requirements in section 36-474, medical marijuana facilities.

13-20. Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

E. **Area D1 & D2**

Approximately ~~43~~13 acres of open space located along the southern and eastern perimeters of the site. The intent of this open space is to provide a buffer between the residential uses to the south and east of the planned development. The minimum width of 50 feet should allow room for the open space to be contoured, landscaped and improved in such a manner that is an amenity to the development. Sidewalks and/or hike bike trails ~~will~~may be placed within Area D1 and D2 and landscaped to Bufferyard F (Exhibit 3) standards.

~~5.1.~~ Open space and plantings.

~~6.2.~~ Storm water collection facilities and water features.

~~7.3.~~ Hiking/biking trails.

~~8.4.~~ Passive recreation activities.

~~9.5.~~ Roads as shown on Exhibit 2 or as approved by City Council.

~~10.6.~~ Signs as permitted by this exhibit.

F. **Area E**

Approximately ~~15~~26 acres located north of Division and east of the City Utilities water tanks. The intended use is ~~neighborhood~~general retail and personal services. Area E is to function as a transition between more intense commercial and industrial uses and the residential neighborhood south of Division Street.

~~6. Banks and financial institutions, including automatic teller machines and drive-thru facilities.~~

~~7. Day care centers.~~

~~8. Furniture and appliance stores.~~

~~9. Offices, administrative, business, finance and professional.~~

- ~~10. Offices, medical and dental.~~
- ~~11. Personal service establishments including beauty parlors, barber shops, dry cleaning and laundry pick up, express mail, photocopy, and hearing and eye glass shops, excluding massage parlors.~~
- ~~12. Pet stores and pet grooming.~~
- ~~13. Print shops and photocopying establishments.~~
- ~~14. Restaurants, excluding drive-ins, pick-up and drive-thru facilities~~
- ~~15. Retail establishments for the following types of uses: bakery, package liquor, books, candy, dairy products, drugs, grocery, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstand, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.~~
- ~~16. Schools and studios for art, dancing, drama, music, photography, interior decorating, or similar courses of study.~~
- 6.1. Veterinary clinics with no outside activityAs defined by the GR – General retail district in section 36-421

G. Area F

Approximately ~~11~~39 acres located north of Division and west of the southeast property line. This area is intended for low intensity office, ~~or professional,~~ and medium density multi-family uses that may be located adjacent to any residential district with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential uses.

- ~~7.1.~~ Day care centers.
- ~~8.2.~~ Offices, administrative, business, finance and professional.
- ~~9.3.~~ Offices, medical and dental.
- ~~4.~~ Medical and dental research facilities.
5. Multi-Family at no more than 11 Dwelling Units per acre, or as limited by the Multi-Family Development Location and Design Guidelines.
6. Only the following uses would be allowed within five hundred (500) feet of the eastern planned development district boundary:
 - Open Space and Plantings
 - Storm water collection facilities and water features
 - Hiking/biking trails
 - Passive recreation activities

~~10.1. Playground equipment and Park Pavilions, provided they are located no closer than three hundred (300) feet from the eastern planned development district boundary.~~

USE LIMITATIONS:

A. Entire Development

1. All uses shall operate in accordance with the noise standards contained in the *Springfield Zoning Ordinance*.
2. No use shall emit ~~an~~^b odor that creates a nuisance as determined by the standards contained in the *Springfield City Code*.
3. Uses on parcels not served by public water and public sewer shall meet the requirements of the *Springfield Zoning Ordinance*.
4. Uses conducted underground shall qualify as being within a completely enclosed building.

B. Area A

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~2.1. Off-street parking and loading facilities;~~
- ~~3.2. Permitted drive-in, pick-up and drive-thru facilities; and~~
- ~~4.3. Day care activities.~~

C. Area B

~~All activities or permitted uses shall be conducted within a completely enclosed building, except:~~

- ~~3. Off-street parking and loading facilities;~~
- ~~4. Permitted drive-in, pick-up and drive-thru facilities; and~~
- ~~5. Day care activities.~~
- Not Used

D. Area C

Eξ1-9

- ~~6.1.~~ All industrial operations shall be conducted inside a building.
- ~~7.2.~~ No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in accordance with the *Springfield Zoning Ordinance*.
- ~~8.3.~~ No junk, scrap, salvage or automobile wrecking yard shall be permitted.

E. **Area D**

None.

F. **Area E**

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~5.1.~~ Off-street parking and loading facilities;
- ~~6.2.~~ Permitted drive-in, pick-up and drive-thru facilities; and
- ~~7.3.~~ Day care activities.

G. **Area F**

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~7.1.~~ Off-street parking and loading facilities; and
- ~~2.~~ Day care activities.
- ~~8.3.~~ Outdoor activities as permitted by R-MD Medium-density multifamily residential district per section 36-383.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

The surface development shall be limited to a maximum floor area ratio (FAR) of 1.00 on each buildable lot. The subsurface development shall be limited to a maximum FAR of 1.00 for the entire area underground. Area F shall allow a maximum of 11 dwelling units per acre.

SETBACK AND BULK REQUIREMENTS: Development shall adhere to the following:

A. Setbacks

1. Area A

- a. Division Street for structures ~~and vehicular use areas~~: Fifty (50) feet from the Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Twenty-five (25) feet
 - (2) Side yard: Fifteen (15) feet
 - (3) Rear yard: Fifteen (15) feet.
- c. ~~All other streets~~ For vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

2. Area B

- ~~a. All streets for structures:~~
 - ~~(1) Front yard: Forty (40) feet.~~
 - ~~(2) Side yard: Fifteen (15) feet.~~
 - ~~(3) Rear yard: Fifteen (15) feet~~
- ~~a. All other streets for vehicular use areas: Fifteen (15) feet.~~ Not used

3. Area C

- a. All streets for structures:
 - (1) Front yard: Forty (40) feet
 - (2) Side yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
 - (3) Rear yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
 - (5) With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.
- ~~b. All streets for vehicular use areas: Fifteen (15) feet.~~

(1) With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.

4. Area D
None.

5. Area E

- a. Division Street for structures ~~and vehicular use areas~~:
Fifty (50) feet from Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Forty (40) feet
 - (2) Side yard: Fifteen (15) feet
 - (3) Rear yard: Fifteen (15) feet
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
- c. ~~All other streets for V~~vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

6. Area F

- a. Division Street for structures ~~and vehicular use areas~~:
Fifty (50) feet from Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Forty (40) feet.
 - (2) Side yard: Fifteen (15) feet.
 - (3) Rear yard: Fifteen (15) feet
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
- c. ~~All other streets for v~~vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

B. **Maximum Structure Height:** Structures may be sixty (60) feet high as measured from the ~~mean adjacent grade of the structure for Areas E and Elevation of the lot. However~~In addition, no structure in areas E and F shall be higher than its horizontal distance from any right-of-way line. In all other areas, there are no height restrictions, except that

all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH beyond the limits of this district.

- C. **Maximum Building Coverage:** The maximum building coverage, including accessory buildings, shall not exceed sixty (60) percent on each buildable lot.

OFF-STREET PARKING AND LOADING: Development shall adhere to the following:

The *Springfield Zoning Ordinance* requirements for the number of spaces and design of off-street parking and loading, in effect at the time of development, shall apply.

BUFFERYARD AND LANDSCAPING REQUIREMENTS:

The following bufferyard(s) and landscaping are required:

~~2.1.~~ Area D1 shall be at least fifty (50) feet deep along Division Street as shown on Exhibit 2. ~~D2, As shown on Exhibits 2 and 3, the water features/storm water detention areas in the southeast corner of the planned development will provide at least five hundred (500) feet of separation between the permitted development within Areas B and C and the eastern planned development district boundary. North of this water feature~~Area F, a ~~fifty-seventy-five (5075)~~ foot wide improved open space, ~~sixty (60) foot wide right-of-way~~ and a building setback will be located between the development and the residential and agricultural property to the east. The rest of Area D1 and D2 shall be sized and located in substantial conformance with Exhibit 2. Bufferyard F (Exhibit 43) is required within Area D1 along Division Street. Bufferyard I (Exhibit 54) is required along the eastern planned development boundary adjacent to residential uses. In lieu of new plantings, the existing vegetation may remain and be counted towards the required bufferyard, assuming the existing vegetation is determined by

the City to provide sufficient screening as would be provided by new plantings.

~~3. Bufferyard S3 (Exhibit 5) shall be provided outside the right-of-way in Areas E and F along Division Street. Deciduous trees shall be placed forty (40) feet on center within the perimeter landscape areas along both sides of LeCompte Road and along the internal streets serving commercial and office uses (Exhibit 6).~~

~~4.2. A variety of deciduous and evergreen trees shall be placed along Division Street either within Area D or on private property (Exhibit 7). The plantings shall far exceed those required by the applicable bufferyard in similar situations.~~ These plantings shall be maintained by the property owners' association.

3. Bufferyard S3 (Exhibit ~~8~~5) shall be required outside the right-of-way along Old Wire Road across from property along Old Wire Road that is not within this planned development district.

5.4. Internal to Area A, no buffering is required around the existing water towers.

~~6.5.~~ Perimeter and interior landscaping shall be designed to meet the requirements of Section 6-1200 of the *Springfield Zoning Ordinance* with the exception that the required plantings shall adhere to the following:

- a. One (1) canopy tree, one (1) understory tree or evergreen tree and two (2) shrubs are required for each two thousand (2,000) square feet of green space.
- b. Required street trees count against this requirement.
- c. Required bufferyard plantings per Section 6-1200 of the *Springfield Zoning Ordinance* shall not count this requirement.

~~7.6.~~ Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas shall be in accordance with the *Springfield Zoning Ordinance* in effect at the time of development.

~~8.7.~~ No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public

thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscape areas, shall be maintained with a living ground cover.

~~9. All utilities within required bufferyards shall be located underground.~~

~~10.8.~~ Waste cans, dumpster units, or other forms of litter control and refuse disposal devices should be placed within the district where they are least visible from public rights-of-way and adjoining properties. Screening of these devices, in the form of a sight proof fence or wall, shall be provided. These devices may not occupy parking spaces required by this exhibit.

~~11.9.~~ A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

OPEN SPACE AND IMPERVIOUS SURFACE REQUIREMENTS:

- A. **Open Space Ratio.** A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.
- B. **Impervious Surface Ratio.** The entire development shall not exceed an Impervious Surface Ratio of eighty (80) percent.

DESIGN REQUIREMENTS:

- A. All vehicular use areas shall be screened from residential uses in accordance with the *Springfield Zoning Ordinance*.
- B. Refuse storage shall be screened from view of public rights-of-way in accordance with the *Springfield Zoning Ordinance*.
- C. All ground mounted and roof top mechanical and electrical equipment shall be screened from view of all public rights-of-way in accordance with the *Springfield Zoning Ordinance*.

- D. All vehicular use areas shall be dust free paving.
- E. All outside storage areas shall be screened from the right-of-way and residential uses.
- F. Lighting.
 - a. The requirements and standards of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply. In addition, the light intensity from exterior lights shall not exceed one and a half (1 ½) foot-candles at the property line of the buildable lot on which the lights are located.
 - ~~b.~~ The developer(s) shall submit a lighting plan with the final development plan demonstrating compliance with this section.
 - ~~b.~~

SIGNS:

- A. The developer(s) shall be permitted the following signs:
 - 1. Three (3) free standing signs with a maximum height of forty (40) feet and a maximum effective area of three hundred fifty (350) square feet. They shall be located as follows:
 - a. The northeast quadrant of the U.S. Highway 65/Division Street interchange;
 - b. The southwest quadrant of the Kearney Street/LeCompte Road intersection; and
 - c. The northwest quadrant of the Division Street/LeCompte Road intersection.
 - 2. Each buildable lot with frontage along U.S. Highway 65 shall be permitted one (1) freestanding sign per lot with a maximum height of thirty (30) feet and a maximum effective area of two hundred fifty (250) square feet along that frontage. These signs shall be located at least two hundred (200) feet from each other.
 - 3. Each commercial buildable lot along the internal roads shall be allowed one (1) monument sign per lot with a maximum height of ten (10) feet and a maximum effective area of one hundred (100) square feet.

4. One (1) monument sign, for the development and not for the individual businesses or lots, with a maximum height of ten (10) feet and a maximum effective area of two hundred fifty (250) square feet, is allowed at each corner of a public street intersection with LeCompte Road.
 5. One (1) monument sign, with a maximum height of twelve (12) feet and a maximum effective area of two hundred fifty (250) square feet, is permitted on each office and industrial buildable lot. Wall signage shall not exceed more than ten (10) percent of the face of any building.
- B. Off-premise signs, as defined by the City sign code, are prohibited.
- C. All other signage shall conform with the requirements of the City's sign code.

ACCESS TO PUBLIC THOROUGHFARES:

- A. Public street access to the adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2. ~~except that t~~The first point of access to Division Street east of U.S. Highway 65 offering full turning movements shall be located east of the City Utilities water tower property. Other access may be permitted to Division ~~and Kearney~~ Street following approval of an access management plan to be undertaken by the City of Springfield and provided such proposed access agrees with the findings and standards of that access management plan. Should the property owners request the additional access to Division Street, that request must be reviewed and approved by MoDOT, the Planning and Zoning Commission and City Council.
- B. Driveway access to the adjoining public thoroughfares shall be located in conformance with City requirements. Driveways shall be at least two hundred (200) feet from each other. Traffic will be focused to the street intersections with Division Street, ~~Kearney Street~~, LeCompte Road and Old Wire Road to reduce driveway cuts along Division Street and LeCompte Road. Shared driveways are encouraged to reduce the number of points of access to the public street system. Major entries will be designed to the internal loop roads (Eastgate and Summerset) and the

entrance to the Springfield Underground from LeCompte Road. Lots with frontage only on LeCompte Road are permitted two (2) driveways which are no closer than two hundred (200) feet from each other and from street intersections. Area A shall be allowed a right-in/right-out access on to Eastgate south of the existing water towers. This access shall be no closer than two hundred (200) feet from the Division Street mainline right-of-way line.

STORMWATER CONTROL:

- A. Stormwater control shall be provided in accordance with the existing stormwater control ordinances. At the time of development, the existing basin located at the southeast corner of the district may be required to be updated to meet the current water quality standards in the City of Springfield Flood Control and Water Quality Protection Manual.
- B. Detention basins shall be landscaped and maintained.
- C. The stormwater management system shall include utilization of “Best Management Practices” (BMPs) to address the quality of the stormwater runoff. BMPs will be incorporated into the overall open space system. Storm water ponds will be incorporated as amenities for the development with the goal of providing the BMPs and establishing habitats for fish, waterfowl and other wildlife.

REQUIRED IMPROVEMENTS:

Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this district. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements for the phase under development. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of public and private improvements. Prior to building permits being issued to the applicant or subsequent owners:

1. The required improvements for such phase shall be constructed; or
2. Assurances satisfactory to the Director of Public Works guaranteeing that all required public improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this district, or phase of the development, unless:

1. The required improvements for such phase are completed prior ~~to~~ to occupancy of the structures; or
2. The Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occur, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

1. Improvements necessary to adequately accommodate the type and intensity of the full ~~development~~ proposed in this district may include, when warranted based on the proposed development during each phase of - the development, the following:
 - a. The developer shall work with the Missouri Department of Transportation, at the final development stage of any development along U.S. Highway 65, to determine the amount of right-of-way to be granted by the developer for that highway;
 - b. LeCompte Road shall have eighty (80) feet of right-of-way and shall be developed with a median and street trees as shown on Exhibit 6 in accordance with City design standards for a Secondary Arteria. The road may be widened in phases to support the phased development of the Planned Development.

- ~~b.c.~~ Eastgate Avenue shall have seventy (70) feet of right-of-way and shall be developed in accordance with City design standards for a Collector.
- ~~e.~~ Kearney Street shall have fifty (50) feet of right-of-way as measured from its centerline.
- d. Division Street shall have seventy (70) feet of right-of-way as measured from its centerline, and shall be improved as required to support the size and intensity of the development.
- e. Old Wire Road (FR 116) and ~~all other internal~~ Summerset Streets shall have sixty (60) feet of right-of-way.
- f. Sidewalks and hiking/biking trails are required along Division ~~and Kearney Streets~~ and on both sides of LeCompte Road and Eastgate Avenue, and ~~and~~ along Old Wire Road within this planned development district, ~~and as shown on Exhibits 2 and 9.~~ Sidewalks are required along both sides of Summerset Street.
- g. The developer will be responsible to pay for a portion of the cost to extend a sanitary sewer trunk line to this property.
- h. Public sanitary sewer service must be extended to each building lot.
- ~~i.~~ Widen Division Street to four (4) traffic lanes from U.S. Highway 65 to the first intersection east of the freeway permitting full turning movements. A traffic signal light shall be installed at this intersection.
- ~~j.i.~~ A traffic signal light shall be installed at the LeCompte Road intersections with both Division and Kearney Street when deemed warranted by MoDOTs.
- ~~k.j.~~ Traffic signal lights, as acceptable to the Missouri Department of Transportation when deemed warranted by the Missouri Department of Transportation, shall be installed at the Division Street interchange with U.S. Highway 65.
- ~~l.k.~~ LeCompte Road shall be widened-improved as required to support the development, which may include up to four (4) traffic lanes between Kearney and Division Streets as shown on Exhibit 6. Crossing gates and mast-arm mounted railroad signals at the railroad crossing on LeCompte Road may be needed at this stage. This improvement must be coordinated with the Missouri Public Service Commission and the Burlington Northern Santa Fe Railroad.

~~m. Kearney Street shall be widened to four (4) traffic lanes between U.S. Highway 65 and LeCompte Road.~~

~~n. Other public street improvements will be necessary for the efficient and safe ingress and egress from the public thoroughfare system by the final phase of development. The timing of the need for these improvements, and type of improvements necessary shall be determined by the Directors of both Public Works and Planning and Development as development proceeds on this property. These improvements may include the following:~~

- ~~(1) Increasing the spacing between the signalized freeway ramp intersections with Kearney Street to accommodate dual left turn lanes in both directions.~~
- ~~(2) Widen the northbound freeway off-ramp to Kearney Street to a four (4) lane approach to accommodate an additional right turn lane.~~
- ~~(3) Widen the southbound freeway off-ramp to Kearney Street to dual left turn lanes and possibly dual right turn lanes.~~
- ~~(4) Continue the widening of Division Street to LeCompte Road to include a three (3) lane approach east of LeCompte Road.~~
- ~~(5) Increasing the spacing between the signalized freeway ramp intersections with Division Street to accommodate dual left turn lanes in both directions.~~
- ~~(6) The northbound off-ramp to Division Street to accommodate dual left turn lanes to improve signal operation and dual right turn lanes.~~
- ~~(7) Widen the southbound off-ramp to Division Street to accommodate dual left turn lanes with a separate right turn lane.~~

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

FINAL DEVELOPMENT PLAN.

- A. Development may be phased at the discretion of the developer(s) provided that all public improvements serving each phase and the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

A final development plan, showing conformance with the requirements of this exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit.

~~B. The final development plan(s) for Areas E and F and that part of Area C shown on Exhibit 2 in cross hatching shall be submitted to the Planning and Zoning Commission for review and recommendation to the City Council for final action. The uses permitted and the intensity of development as prescribed by this ordinance shall not be subject to review during the final development plan stage.~~

~~C.B. For all other portions of this planned development, t~~The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

1. Any uses within the district other than those specifically prescribed by this ordinance.
2. Any increase in the intensity of use permitted within this district.

3. Any deviation from the height and setback standards prescribed by this ordinance.

~~4.~~ Any reduction on the required parking prescribed by this ordinance.

~~4.~~ PD229amex1.wpd

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EXHIBIT 1B

Requirements and Standards Applicable to Planned Development District No. 229 Amendment 2

APPLICATION

No building or other permits may be issued for development permitted by this planned development, nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the Springfield Zoning Ordinance shall apply unless modified by the requirements and standards that follow.

INTENT

This planned development is located at the northeast corner of U.S. Highway 65 and Division Street. The intent of this district is to allow a mix of commercial, office, multi-family and industrial development consistent with adopted policies and plans for the area. The planned development permits highway commercial, general retail, office, and multi-family activities along the U.S. Highway 65 frontage and Division Street. Office and industrial are permitted on the remainder of the property. This planned development designates approximately 260 acres of property for industrial purposes, which will be conducted inside a building with related outdoor storage screened from surrounding properties.

The purpose of this amendment is to clarify/update roadway design standards and alignments to correspond with recent awarded federal and state grants for LeCompte Road and Eastgate Avenue. In addition, adjustments have been proposed to the allowed uses within Areas D & E to correspond to the recent update to the City's Comprehensive Plan. All improvements required with the original planned development are included and will be required as deemed appropriate and warranted based on the type and intensity of development with each phase, with all improvements ultimately being completed upon full development of the district.

DEFINITIONS:

For purposes of this ordinance, the definitions contained in the Springfield Zoning Ordinance and the following shall apply:

Floor Area, Gross: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall

areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

Floor Area Ratio (FAR): The gross floor area of all buildings on a lot divided by the lot area.

$$\text{FAR} = \frac{\text{Gross Floor Area}}{\text{Total Site Area}}$$

Impervious Surface: Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.

Impervious Surface Ratio (ISR): The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$\text{ISR} = \frac{\text{Area Covered by impervious surfaces}}{\text{Total site area}}$$

Open Space: Any occupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.

Open Space Ratio (OSR): The proportion of a site covered by open space which shall be determined as follows:

$$\text{OSR} = \frac{\text{Area Covered by open space}}{\text{Total site area}}$$

Vehicular Use Area: That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

USES PERMITTED:

Only the following uses shall be permitted:

Entire Planned Development Area

Mining, warehousing and distribution are permitted in all areas underground provided all access to the underground and facilities related to the underground mining are only located in Area B. Ventilation facilities and access for emergency evacuation are permitted in all areas. An additional access to the underground shall be allowed in Area

D. Temporary Mining activities to support creation of the additional access shall be allowed within Area D.

Area A

Approximately 48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and superior access the highway frontage provides.

1. Athletic clubs, fitness centers and indoor sports facilities.
2. Automobile sales and service (excluding body and fender repair or paint shops, unless completed indoors and ancillary to the primary use)
3. Bakeries retail or wholesale
4. Banks and financial institutions, including automatic teller machines and drive-thru facilities
5. Commercial amusements including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice skating arenas and motion picture theaters (excluding drive-in theaters). However, the sale of alcoholic beverages, for consumption on site at any of the above uses shall be prohibited unless the volume of the alcoholic beverage business is no greater than one-third of the total food sales served and consumed on site.
6. Convenience stores with or without gas pumps.
7. Day care centers.
8. Furniture and appliance stores.
9. Hardware and home improvement stores.
10. Heating and plumbing sales and service as part of a shopping center.
11. Home and general equipment rental agencies.
12. Hotels, motels and inns.
13. Offices, administrative, business, finance and professional
14. Offices, medical and dental.
15. Personal service establishments (excluding massage parlors)
16. Pet stores and pet grooming.
17. Photo processing.
18. Public service and public utility uses.
19. Restaurants, including drive-ins, pick-up and drive-thru facilities.
20. Retail establishments
21. Schools, professional, commercial, industrial and trade.
22. Veterinary clinics.
23. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
24. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a

- then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
25. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

Area B

Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area B. The mining and related activities shall continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground. Area B is intended for heavy industrial uses. The surface will be development with manufacturing, warehouse and distribution facilities.

1. Manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.
2. Mining and related activities including but not limited to conveying, crushing, storage and sales of aggregate .
3. Establishments that provide supply and/or services primarily to commercial and industrial customers.
4. Electric and steam power plants internal to the manufacturing facility.
5. Offices, administrative, business, finance and professional.
6. Offices, medical and dental.
7. Police and fire stations.
8. Public service and public utility uses.
9. Schools, professional, commercial, industrial and trade.
10. Truck terminal and trailer staging.
11. Warehouse storage and distribution center.
12. Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.
13. Banks and financial institutions, including automatic teller machines and drive-thru facilities.
14. Entertainment-oriented use group as defined in section 36-310
15. Commercial outdoor recreation use group as defined in section 36-310.
16. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
17. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a

- then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
18. Medical marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 19. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 20. Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

Area C1 & C2

Approximately 13 acres of open space located along the southern and eastern perimeters of the site. The intent of this open space is to provide a buffer between the residential uses to the south and east of the planned development. The minimum width of 50 feet should allow room for the open space to be contoured, landscaped and improved in such a manner that is an amenity to the development. Sidewalks and/or hike bike trails may be placed within Area C Area C1 and C2 and landscaped to Bufferyard F (Exhibit 3) standards.

1. Open space and plantings.
2. Storm water collection facilities and water features.
3. Hiking/biking trails.
4. Passive recreation activities.
5. Roads as shown on Exhibit 2 or as approved by City Council.
6. Signs as permitted by this exhibit.

Area D

Approximately 26 acres located north of Division and east of the City Utilities water tanks. The intended use is general retail and personal services. Area D is to function as a transition between more intense commercial and industrial uses and the residential neighborhood south of Division Street.

1. All uses as defined by the GR – General retail district in section 36-421

Area E

Approximately 39 acres located north of Division and west of the southeast property line. This area is intended for low intensity office, professional, and medium density multi-family uses that may be located adjacent to any residential district with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential uses.

1. Day care centers.
2. Offices, administrative, business, finance and professional.
3. Offices, medical and dental.
4. Medical and dental research facilities.
5. Multi-Family at no more than 11 Dwelling Units per acre, or as limited by the Multi-Family Development Location and Design Guidelines.
6. Only the following uses would be allowed within five hundred (500) feet of the eastern planned development district boundary:
7. Open Space and Plantings
8. Storm water collection facilities and water features
9. Hiking/biking trails
10. Passive recreation activities
11. Playground equipment and Park Pavilions, provided they are located no closer than three hundred (300) feet from the eastern planned development district boundary.

USE LIMITATIONS:

Entire Development

1. All uses shall operate in accordance with the noise standards contained in the Springfield Zoning Ordinance.
2. No use shall emit an odor that creates a nuisance as determined by the standards contained in the Springfield City Code.
3. Uses on parcels not served by public water and public sewer shall meet the requirements of the Springfield Zoning Ordinance.
4. Uses conducted underground shall qualify as being within a completely enclosed building.

Area A

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities;
2. Permitted drive-in, pick-up and drive-thru facilities; and
3. Day care activities.

Area B

All industrial operations shall be conducted inside a building.

No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in accordance with the Springfield Zoning Ordinance.

No junk, scrap, salvage or automobile wrecking yard shall be permitted.

Area C - None, used for drainage and detention basin.

Area D

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities;
2. Permitted drive-in, pick-up and drive-thru facilities; and
3. Day care activities.

Area E

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities; and
2. Day care activities.
3. Outdoor activities as permitted by R-MD Medium-density multifamily residential district per section 36-383.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

The surface development shall be limited to a maximum floor area ratio (FAR) of 1.00 on each buildable lot. The subsurface development shall be limited to a maximum FAR of 1.00 for the entire area underground. Area E shall allow a maximum of 11 dwelling units per acre.

SETBACK AND BULK REQUIREMENTS AND HEIGHT REQUIREMENTS:

Development shall adhere to the following:

Setbacks

Area A

1. Division Street for structures: Fifty (50) feet from the Division Street Right-of-Way.
2. All other streets for structures:
3. Front yard: Twenty-five (25) feet
4. Side yard: Fifteen (15) feet
5. Rear yard: Fifteen (15) feet.
6. For vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Area B

1. All streets for structures:
2. Front yard: Forty (40) feet
3. Side yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
4. Rear yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
5. Double frontage lots shall have a forty (40) foot setback from each street.
6. With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.
7. All streets for vehicular use areas: Fifteen (15) feet.
8. With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.

Area C – None, used for drainage and detention basin.

Area D

1. Division Street for structures: Fifty (50) feet from Division Street Right-of-Way.
2. All other streets for structures:
3. Front yard: Forty (40) feet
4. Side yard: Fifteen (15) feet
5. Rear yard: Fifteen (15) feet
6. Double frontage lots shall have a forty (40) foot setback from each street.
 - c. Vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Area E

1. Division Street for structures: Fifty (50) feet from Division Street Right-of-Way.
2. All other streets for structures:
 - a. Front yard: Forty (40) feet
 - b. Side yard: Fifteen (15) feet.
 - c. Rear yard: Fifteen (15) feet.
 - d. Double frontage lots shall have a forty (40) foot setback from each street.
 - e. Vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Maximum Structure Height: Structures may be sixty (60) feet high as measured from the adjacent grade of the structure for Areas D and E. In addition, no structure in areas E and F shall be higher than its horizontal distance from any right-of-way line. In all other areas, there are no height restrictions, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH beyond the limits of this district.

Maximum Building Coverage: The maximum building coverage, including accessory buildings, shall not exceed sixty (60) percent on each buildable lot.

OFF STREET PARKING AND LOADING: Development shall adhere to the following:

The Springfield Zoning Ordinance requirements for the number of spaces and design of off-street parking and loading, in effect at the time of development, shall apply.

BUFFERYARD AND LANDSCAPING REQUIREMENTS:

The following bufferyard(s) and landscaping are required:

1. Area C1 shall be at least fifty (50) feet deep along Division Street as shown on Exhibit 2. C2, north of Area E, a seventy-five (75) foot wide improved open space and a building setback will be located between the development and the residential and agricultural property to the east. The rest of Area C1 and C2 shall be sized and located in substantial conformance with Exhibit 2. Bufferyard F (Exhibit 3) is required within Area C1 along Division Street. Bufferyard I (Exhibit 4) is required along the eastern planned development boundary adjacent to residential uses. In lieu of new plantings, the existing vegetation may remain and be counted towards the required bufferyard, assuming the existing vegetation is determined by the City to provide sufficient screening as would be provided by new plantings.
2. Bufferyard S3 (Exhibit 5) shall be provided outside the right-of-way in Areas D and E along Division Street. These plantings shall be maintained by the property owners' association.
3. Bufferyard S3 (Exhibit 5) shall be required outside the right-of-way along Old Wire Road across from property along Old Wire Road that is not within this planned development district.
4. Internal to Area A, no buffering is required around the existing water towers.
5. Perimeter and interior landscaping shall be designed to meet the requirements of Section 6-1200 of the Springfield Zoning Ordinance with the exception that the required plantings shall adhere to the following:
 - a. One (1) canopy tree, one (1) understory tree or evergreen tree and two (2) shrubs are required for each two thousand (2,000) square feet of green space.
 - b. Required street trees count against this requirement.
 - c. Required bufferyard plantings per Section 6-1200 of the Springfield Zoning Ordinance shall not count this requirement.
6. Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas shall be in accordance with the Springfield Zoning Ordinance in effect at the time of development.

7. No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscape areas, shall be maintained with a living ground cover.
8. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices should be placed within the district where they are least visible from public rights-of-way and adjoining properties. Screening of these devices, in the form of a sight proof fence or wall, shall be provided. These devices may not occupy parking spaces required by this exhibit.
9. A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

OPEN SPACE AND IMPERVIOUS SURFACE REQUIREMENTS:

1. Open Space Ratio. A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.
2. Impervious Surface Ratio. The entire development shall not exceed an Impervious Surface Ratio of eighty (80) percent.

DESIGN REQUIREMENTS:

1. All vehicular use areas shall be screened from residential uses in accordance with the Springfield Zoning Ordinance.
2. Refuse storage shall be screened from view of public rights-of-way in accordance with the Springfield Zoning Ordinance.
3. All ground mounted and roof top mechanical and electrical equipment shall be screened from view of all public rights-of-way in accordance with the Springfield Zoning Ordinance.
4. All vehicular use areas shall be dust free paving.
5. All outside storage areas shall be screened from the right-of-way and residential uses.

6. Lighting.
 - f. The requirements and standards of the Springfield Zoning Ordinance, in effect at the time of development, shall apply. In addition, the light intensity from exterior lights shall not exceed one and a half (1 ½) foot-candles at the property line of the buildable lot on which the lights are located.
 - g. The developer(s) shall submit a lighting plan with the final development plan demonstrating compliance with this section.

SIGNS:

The developer(s) shall be permitted the following signs:

1. Three (3) free standing signs with a maximum height of forty (40) feet and a maximum effective area of three hundred fifty (350) square feet. They shall be located as follows:
 - a. The northeast quadrant of the U.S. Highway 65/Division Street interchange;
 - b. The southwest quadrant of the Kearney Street/LeCompte Road intersection; and
 - c. The northwest quadrant of the Division Street/LeCompte Road intersection.
2. Each buildable lot with frontage along U.S. Highway 65 shall be permitted one (1) freestanding sign per lot with a maximum height of thirty (30) feet and a maximum effective area of two hundred fifty (250) square feet along that frontage. These signs shall be located at least two hundred (200) feet from each other.
3. Each commercial buildable lot along the internal roads shall be allowed one (1) monument sign per lot with a maximum height of ten (10) feet and a maximum effective area of one hundred (100) square feet.
4. One (1) monument sign, for the development and not for the individual businesses or lots, with a maximum height of ten (10) feet and a maximum effective area of two hundred fifty (250) square feet, is allowed at each corner of a public street intersection with LeCompte Road.
5. One (1) monument sign, with a maximum height of twelve (12) feet and a maximum effective area of two hundred fifty (250) square feet, is permitted on each office and industrial buildable lot. Wall signage shall not exceed more than ten (10) percent of the face of any building.
6. Off-premise signs, as defined by the City sign code, are prohibited.
7. All other signage shall conform with the requirements of the City's sign code.

ACCESS TO PUBLIC THOROUGHFARES:

1. Public street access to the adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2. The first point of access to Division Street east of U.S. Highway 65 offering full turning movements shall be located east of the City Utilities water tower property. Other access may be permitted to Division Street following approval of an access management plan to be undertaken by the City of Springfield and provided such proposed access agrees with the findings and standards of that access management plan. Should the property owners request the additional access to Division Street, that request must be reviewed and approved by MoDOT, the Planning and Zoning Commission and City Council.
2. Driveway access to the adjoining public thoroughfares shall be located in conformance with City requirements. Driveways shall be at least two hundred (200) feet from each other. Traffic will be focused to the street intersections with Division Street, LeCompte Road and Old Wire Road to reduce driveway cuts along Division Street and LeCompte Road. Shared driveways are encouraged to reduce the number of points of access to the public street system. Major entries will be designed to the internal loop roads (Eastgate and Summerset) and the entrance to the Springfield Underground from LeCompte Road. Lots with frontage only on LeCompte Road are permitted two (2) driveways which are no closer than two hundred (200) feet from each other and from street intersections. Area A shall be allowed a right-in/right-out access on to Eastgate south of the existing water towers. This access shall be no closer than two hundred (200) feet from the Division Street mainline right-of-way line.

STORMWATER CONTROL:

1. Stormwater control shall be provided in accordance with the existing stormwater control ordinances. At the time of development, the existing basin located at the southeast corner of the district may be required to be updated to meet the current water quality standards in the City of Springfield Flood Control and Water Quality Protection Manual.
2. Detention basins shall be landscaped and maintained.
3. The stormwater management system shall include utilization of "Best Management Practices" (BMPs) to address the quality of the stormwater runoff. BMPs will be incorporated into the overall open space system. Storm water ponds will be incorporated as amenities for the development with the goal of providing the BMPs and establishing habitats for fish, waterfowl and other wildlife.

REQUIRED IMPROVEMENTS:

Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this district. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements for the phase under development. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of public and private improvements. Prior to building permits being issued to the applicant or subsequent owners:

1. The required improvements for such phase shall be constructed; or
2. Assurances satisfactory to the Director of Public Works guaranteeing that all required public improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this district, or phase of the development, unless:

1. The required improvements for such phase are completed prior to occupancy of the structures; or
2. The Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occur, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

1. Improvements necessary to adequately accommodate the type and intensity of the full development proposed in this district may include, when warranted based on the proposed development during each phase of development, the following:
 - a. The developer shall work with the Missouri Department of Transportation, at the final development stage of any development along U.S. Highway 65, to determine the amount of right-of-way to be granted by the developer for that highway;

- b. LeCompte Road shall have eighty (80) feet of right-of-way and shall be developed in accordance with City design standards for a Secondary Arteria. The road may be widened in phases to support the phased development of the Planned Development.
- c. Eastgate Avenue shall have seventy (70) feet of right-of-way and shall be developed in accordance with City design standards for a Collector.
- d. Division Street shall have seventy (70) feet of right-of-way as measured from its centerline, and shall be improved as required to support the size and intensity of the development
- e. Old Wire Road (FR 116) and Summerset Street shall have sixty (60) feet of right-of-way.
- f. Sidewalks and hiking/biking trails are required along Division and on both sides of LeCompte Road and Eastgate Avenue, and along Old Wire Road within this planned development district. Sidewalks are required along both sides of Summerset Street.
- g. The developer will be responsible to pay for a portion of the cost to extend a sanitary sewer trunk line to this property.
- h. Public sanitary sewer service must be extended to each building lot.
- i. A traffic signal light shall be installed at the LeCompte Road intersection with Division Street when deemed warranted by MoDOT.
- j. Traffic signal lights, when deemed warranted by the Missouri Department of Transportation, shall be installed at the Division Street interchange with U.S. Highway 65.
- k. LeCompte Road shall be improved as required to support the development.
 - a. Other public street improvements will be necessary for the efficient and safe ingress and egress from the public thoroughfare system by the final phase of development. The timing of the need for these improvements, and type of improvements necessary shall be determined by the Directors of both Public Works and Planning and Development as development proceeds on this property.

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

PHASING

Development may be phased if all public improvements directly related to each phase are completed at the time of its development and improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

FINAL DEVELOPMENT PLAN

Development may be phased at the discretion of the developer(s) provided that all public improvements serving each phase and the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

A final development plan, showing conformance with the requirements of this exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit.

The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

1. Any uses within the district other than those specifically prescribed by this ordinance.
2. Any increase in the intensity of use permitted within this district.
3. Any deviation from the height and setback standards prescribed by this ordinance.
4. Any reduction on the required parking prescribed by this ordinance.

LOCATION MAP
Sec. 10, T-29-N, R-21-W
Scale: 1"=2000'

_____ RIGHT-OF-WAY LINE
 _____ PROPERTY LINE
 _____ UTILITY EASEMENT
 _____ ROADWAY CENTERLINE
 _____ INTERNAL AREA BOUNDARY

AREA	LAND USE	ACRES
A	HIGHWAY COMMERCIAL	47.9±
B	MANUFACTURING	261.1±
C	STORMWATER & BUFFERING	13.4±
D	GENERAL RETAIL	26.1±
E	OFFICE/MULTI—FAMILY DEVELOPMENT	39.3±

Two parcels of land being all of the same property as described in Book 1559, at Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22, Book 1768, at Page 1086 and Book 2604, Page 621, lying South of the St. Louis - San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

COMMENCING at a found aluminum monument as described in Missouri Court Document Number 600-9480 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12" E. along the South line of said SW1/4, SW1/4, a distance of 217.24 feet; Thence N02°37'48" E., leaving said South line, a distance of 79.65 feet, to an existing 12" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (Wayway Highway YY), as it now exists, for the POINT OF BEGINNING; Thence N41°23'39" W., along said North right-of-way line, a distance of 100.00 feet, to an existing 12" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (Wayway Highway YY) (Measured and Deeded), as described in Book 1356, at Page 95, Book 1356, at Page 97 and Book 1426, at Page 713 where an existing State Highway right-of-way post bears N02°27'06" W., 4.44 feet; Thence leaving said North right-of-way line and along said East right-of-way line the following five (4) calls: (1) N08°22'04" W., a distance of 82.345 feet, to an existing 12" iron bar capped "LC 366" at Station 815+40, 125.00 feet right (Measured and Deeded); (2) N02°09'20" E., a distance of 204.04 feet, to an existing 12" iron bar capped "LC-366", at Station 795+00, 125.00 feet right (Measured and Deeded), where an existing State Highway right-of-way post bears N02°09'20" E., 4.21 feet; (3) N47°15'58" E., a distance of 201.93 feet, to an existing 12" iron bar capped "LC-366", at Station 793+00, 125.00 feet right (Measured and Deeded); (4) N02°09'20" E., a distance of 190.02 feet, to an existing 12" iron bar capped "LC-366" at Station 791+18, 145.00 feet right where an existing State Highway right-of-way post bears N05°06'50" W., 1.90 feet, said iron bar being a point on the South right-of-way line of said St. Louis - San Francisco Railroad; Thence leaving said East right-of-way line and along said South right-of-way line and along a non-tangent curve to the left with a radius of 5,365.39 feet (1" Record), an arc length of 686.01 feet, a central angle of 99°27'41", and a chord which bears N80°00'14" E., 885.00 feet, to an existing 12" iron bar capped "LC 366"; Thence N75°40'23" E., continuing along said South right-of-way line, a distance of 100.00 feet, to an existing 12" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (Wayway Highway YY) (Measured and Deeded), where an existing State Highway right-of-way post bears N02°09'20" E., 4.21 feet; Thence leaving said North right-of-way line and along said apparent West right-of-way line, S011°11'03" W., a distance of 1,387.72 feet, to an existing 12" iron bar capped "LC 366"; Thence S01°31'23" W., continuing along said apparent West right-of-way line, a distance of 2,594.57 feet, to an existing 12" iron bar on the North right-of-way line of said Division Street, per MODOT construction plans for State Highway YY; Thence leaving said West right-of-way line of LeCompte and along the North right-of-way line of said Division Street for the next nine (8) calls: (1) S47°07'18" W., a distance of 628.66 feet, to an existing State Highway right-of-way post bears N02°09'20" E., 4.21 feet; (2) N02°09'20" E., a distance of 190.02 feet, to an existing 12" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (Wayway Highway YY) (Measured and Deeded); (3) N87°22'12" E., a distance of 50.00 feet, to an existing 12" iron bar (bent); (4) N87°22'12" E., a distance of 50.00 feet, to an existing 12" iron bar capped "LC-366"; (5) S88°04'28" W., a distance of 50.15 feet, to an existing State Highway right-of-way post; (6) N87°14'56" W., a distance of 724.31 feet, to an existing 4" by 4" concrete right-of-way marker, where a State Highway right-of-way post bears N78°35'12" W., 1.65 feet; (7) N78°05'09" W., a distance of 252.61 feet, to a State Highway right-of-way post; (8) N87°13'51" W., a distance of 500.79 feet, to an existing 4" by 4" concrete right-of-way marker and a distance of 250.00 feet, to the POINT OF BEGINNING.

EXCEPT for a 3.89, more or less, acre tract being all that part of a tract of land donated to City Utilities of Springfield, recorded in Book 1256, at Page 532, being a portion of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12" E., along the South line of said SW1/4, a distance of 561.59; Thence N02°37'48" E., leaving said South line, a distance of 304.81 feet, to an existing 5/8" iron bar capped "LC 62" being the Southwest corner of said tract, and the POINT OF BEGINNING; Thence N01°06'55" E., along the East line of said tract, a distance of 448.16 feet, to an existing 5/8" iron bar capped "LS 255-02"; Thence S87°18'36" E., leaving said West line, a distance of 427.02 feet, to an existing 5/8" iron bar (bent), being a point on the North right-of-way line of Division Street (Wayway Highway YY) (Measured and Deeded), where an existing State Highway right-of-way post bears N02°09'20" E., 4.21 feet; Thence N87°22'12" W., leaving said East line and along the South line of said tract, a distance of 427.01 feet, to the POINT OF BEGINNING, containing 9,079.316 square feet or 208.432 acres, more or less.

COMMENCING at a found aluminum mound as described in Missouri Court Document Number 600-9480 being the Southwest Corner of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E along the South line of said SW1/4, a distance of 2,640.2 feet, to the Southeast corner SE1/4, SW1/4, of said Section 10; Thence S87°16'28"E, along the South line of the SW1/4, SW1/4, SE1/4, a distance of 655.61 feet, to the intersection of said East right-of-way line of said East 1/2 section 10; Thence N0°00'00"W, along the North line of said East 1/2 section 10, to the North right-of-way line of said Division Street (State Highway Y) and a point on the East line of a tract of land recorded in Book 2022, at Page 031500-22; Thence N01°28'07"E, leaving said North right-of-way line, and along said East line of said tract, a distance of 643.47 feet, to an existing 12" iron bar capped "LC 366"; Thence N01°28'07"E, continuing along said East line of said tract, a distance of 1,386.57 feet, to an existing 12" iron bar capped "LC 366"; Thence N01°28'07"E, continuing along said East right-of-way line of said LeCompte Road; Thence N01°11'03"E, leaving said North line and along said apparent East right-of-way line, a distance of 1,985.57 feet, to an existing iron bar capped "LC 366"; Thence N01°11'03"E, continuing along said apparent East right-of-way line, a distance of 1,376.16 feet, to an existing cotton spindle being a point on the apparent South right-of-way line of Farm Road 111N; Thence S87°12'24"W, continuing along said South right-of-way line, a distance of 1,266.87 feet, to an existing iron bar capped "LC 366"; Thence continuing along said South right-of-way line and along a tangent curve to the right, having a radius of 45.00 feet, an arc length of 82.80 feet, a central angle of 105°20'57", and a chord which bears S51°35'44"E, 71.60 feet, to an existing 12" iron bar capped "LC 366"; Thence S01°08'35"W, continuing along said South right-of-way line, being 8.00 feet West of and parallel with the East line of said LeCompte Road, a distance of 1,323.93 feet, to an existing 12" iron bar capped "LC 366"; Thence S01°08'35"W, continuing along said South right-of-way line and continuing along said South right-of-way line, a distance of 1323.93 feet, to an existing 12" iron bar capped "LC 366"; being a point on the East line of the SE1/4, NE1/4 of said Section 10; Thence S01°28'28"W, leaving said South right-of-way line and along the East line of said SE1/4, NE1/4, a distance of 1,312.94 feet, to a point on the North line of Lot 2 of Hickory Valley Phase 2, recorded in Plat Book AAA, at Page 489; Thence N87°12'24"W, continuing along said North line of said Lot 2, a distance of 655.22 feet, to the Northwest corner of said tract, where an existing 12" iron bar bears S87°12'24"E, 2.27 feet and an existing 5/8" iron bar capped "LC 1918" bears S01°14'48"W, 2.22 feet; Thence S01°14'48"W, S01°06'21" Deed), leaving said North line, and along the West line of said tract, a distance of 1,055.68 feet, 1 (0555.68 feet), to the Northwest corner of Lot 6 in Weatherhead Subdivision, as recorded in Plat Book NN, at Page 44, where an existing 5/8" iron bar capped "LC 1918" bears S01°14'48"W, 2.22 feet; Thence S01°14'48"W, continuing along said West line of said tract, a distance of 1,582.31 feet, as recorded in Plat Book KK, at Page 23, and the West line of a tract of land recorded in Book 2044, at Page 012891-04, a distance of 1,582.31 feet, to an existing 12" iron bar capped "LC 366"; being a point on the North right-of-way line of said Division Street; Thence N87°17'49"W, leaving said East line, and along said East line of said Division Street, a distance of 1,386.57 feet, to an existing 12" iron bar capped "LC 366"; being a point on or about 193.969 acres, more or less, but not less than 193.969 acres, more or less, but not less than 193.969 acres, more or less, subject to rights-of-way, easements and restrictions of record.

1. EXISTING ZONING - PLANNED DEVELOPMENT 229 AMENDED
2. EXISTING USE
 - SUBSURFACE - INDUSTRIAL
 - SURFACE - UNDEVELOPED
3. COMMERCIAL USE FLOOR AREA RATIO
 - THE SURFACE DEVELOPMENT SHALL BE LIMITED TO A MAXIMUM FLOOR AREA RATIO (FAR) OF 1.00 ON EACH BUILDABLE LOT. THE SUBSURFACE DEVELOPMENT SHALL BE LIMITED TO A MAXIMUM FAR OF 1.00 FOR THE ENTIRE AREA UNDERGROUND.
4. RESIDENTIAL DENSITY (ALLOWED IN AREA E ONLY)
 - 11 DWELLING UNITS PER ACRE
5. MINIMUM OPEN SPACE OF 20% SHALL BE PROVIDED THROUGHOUT THE ENTIRE DISTRICT.
6. PUBLIC UTILITIES ARE AVAILABLE INTERNAL TO THE DEVELOPMENT AND ADJACENT TO IT. AT THE TIME OF DEVELOPMENT, PUBLIC UTILITIES WILL BE FURTHER EXTENDED AS NEEDED TO SERVE ALL FUTURE LOTS AND DEVELOPMENT NEEDS.
7. REFER TO EXHIBIT 1 FOR REQUIRED BUFFERING AND LOCATIONS.

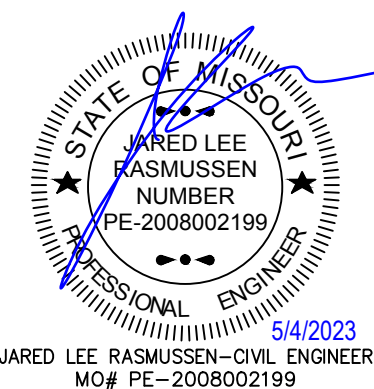
EXHIBIT 2

BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Site Grid Factor: 0.99992062
N: 510601.689 E: 1431508.092

PREPARED FOR
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

TOTAL AREA
17,528,250± sf - 402.39± ac



drawn by: BWS	DATE	REVISION	BY
surveyed by:	03/15/2023	PD SKETCH EXHIBIT	BWS
checked by: RGH			
approved by: RGH			
project no.: 019-3475			
file name: C_EXH_0193475			

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

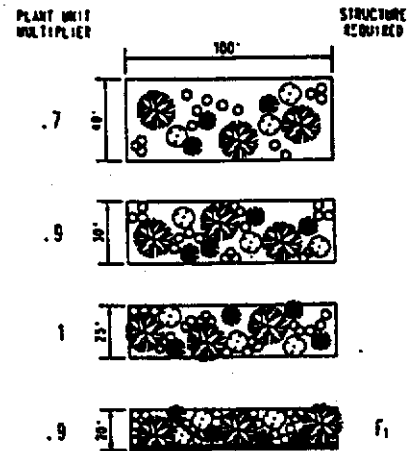
F. Bufferyard F.

Required Plantings per 100 Linear Feet

- 3 Canopy Trees
- 3 Understory Trees
- 4 Evergreen Trees
- 20 Shrubs

Required Structure

- F₁ Six (6) foot solid wood fence or
six (6) foot solid masonry/brick wall or
six (6) foot solid evergreen hedge.



General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. **Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. **Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. **Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
 - 1. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 - 2. Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 - 3. Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 - 4. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. **Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. **Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. **Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. **Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.

Required Plantings per 100 Linear Feet	
5 Canopy Trees 4 Understory Trees 5 Evergreen Trees 34 Shrubs	PLANT UNIT MULTIPLIER STRUCTURE REQUIRED 100' 75' .8 100' 40' .9 1 B₁ OR F₁ B₂
Required Structure	
F ₁ Six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge.	
B ₁ Three-foot earthen berm with required plantings and perennial groundcover sown on the berm.	
B ₂ Five-foot earthen berm with required plantings and perennial groundcover sown on the berm.	

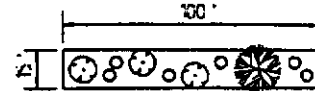
General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
- Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 - Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 - Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 - Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.

Bufferyard S₂.

Required Plantings per 100 Linear Feet

- 1 Canopy Tree
- 3 Understory Trees
- 6 Shrubs



General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. **Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. **Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. **Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
 - 1. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 - 2. Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 - 3. Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 - 4. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. **Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. **Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. **Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. **Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.



EXPLANATION TO COUNCIL BILL 2023-139 (HOSMER)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

PURPOSE: To amend Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative and Technical Non-Union Schedule by making provision for six new job titles and deleting three job titles; by providing pay adjustments for non-bargaining unit employees on the Crafts, Trades and Labor Non-Union Salary Schedule, the Professional, Administrative and Technical Non-Union and Unclassified Salary Schedules, the Fire Protection Schedule Non-Union (80 Hour and 112 Hour) Salary Schedules and the Law Enforcement Schedule Non-Union Salary Schedule; to incorporate pay adjustments that impact bargaining unit members that were negotiated and voluntarily agreed to for the Professional, Administrative and Technical IBEW Union Salary Schedule, the Crafts, Trades and Labor Union Salary Schedule, the Fire Protection Schedule Union (80 Hour and 112 Hour) Salary Schedules, and the Law Enforcement Schedule Union Salary Schedule; and to amend Out-of-Title Pay for certain positions on the Law Enforcement Schedule Union Salary Schedule.

BACKGROUND INFORMATION: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill sets forth the method of calculation used when instituting percentage-based pay increases. It also contains annual pay plan improvements for non-union employees, which include funding of Merit Steps for all non-bargaining unit employees for Fiscal Year 2024. Specific pay increases for non-bargaining union employees also include the following: for the Professional, Administrative and Technical ("PAT") Non-



Union Salary Schedule, the establishment of a new top step at 5% above the current top step ten (10) and a 2.5% across-the-board pay increase for each salary grade and active step; and for the Professional, Administrative and Technical (“PAT”) Unclassified Salary Schedule, the establishment of a new top step at 5% above the current top step fifteen (15) and a 2.5% across-the-board pay increase for each salary grade and active step; and for the Crafts, Trades and Labor (“CTL”) Non-Union Salary Schedule, the establishment of a new top step at 5% above the current top step ten (10) for CTL 8 through CTL 13 and a 2.75% across-the-board pay increase for each salary grade and active step and a new top step of 5% above the current top step eleven (11) for CTL 14 through CTL 17 and a 2.75% across-the-board pay increase for each salary grade and active step; for non-union positions on the Fire Protection Schedule (“FPS”) Non-Union (80 Hour and 112 Hour) Salary Schedules, a 5% across-the-board pay increase for each salary grade and active step; and for non-union positions on the Law Enforcement Schedule (“LES”) Non-Union Salary Schedule, a 4% across-the-board pay increase for all active steps on the LES-13 salary grade, a 6.06% across-the-board pay increase for all active steps on the LES-14 salary grade, and a 6.15% across-the-board pay increase for all active steps on the LES-15 and LES-16 salary grades.

The pay changes are recommended to be effective with the pay period beginning July 2, 2023, with a corresponding pay date of July 20, 2023.

This Council bill also amends the salary ordinance to comply with the pay plan improvements that were voluntarily agreed to through the collective bargaining process with representatives of the various bargaining units. Specifics of those Agreements are contained in separate Council bills for each bargaining unit. One Agreement modifies the out-of-title compensation for employees in the Law Enforcement Schedule to allow for out-of-title for sergeants acting as lieutenants and to change the formula for all authorized out-of-title positions on the Law Enforcement Schedule such that an eligible employee who works out-of-title for a full shift will be paid at a rate 10% above the individual employee's current base pay rate.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s policies. All costs reflected herein are part of the proposed Annual Operating Budget for Fiscal Year 2024. It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. HR- Annual Salary Ordinance

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed 05-30-23

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2023-139 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

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

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

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

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

Classification:

Salary Grade:

Associate Veterinarian

PAT-11

Environmental Public Health Specialist	PAT-8
Environmental Public Health Supervisor	PAT-9
Environmental Public Health Technician	PAT-6
GIS Systems Administrator	PAT-9
Ice Park Manager	PAT-9

Proposed Remove of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Salary Grade:
Public Health Investigator	PAT-8
Senior Public Health Investigator	PAT-9
Public Health Technician	PAT-6

Section 2 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended to include a description as to how percentage pay increases are calculated by adding the following provisions at a location the City Attorney deems appropriate:

Method Of Calculating Percentage Pay Increases

- A. When a new top step is provided for in the salary ordinance and the new step’s base rate is equivalent to a percentage increase above the previous top step, then the actual base pay rate of the new step is calculated by applying the percentage increase to the hourly rate of the previous top step and then rounding up to the nearest penny. That hourly rate is then used to calculate the bi-weekly and annual amounts. For instance, if the existing top step’s hourly rate is \$20.52 an hour and a new top step is created that is 5% above the existing top step, then the hourly rate of the new top step is determined by multiplying \$20.52 by 1.05 and then rounding to the nearest penny (\$21.55).**
- B. When a percentage increase is applied to an already existing rate, then the new hourly rate is determined by taking the existing hourly rate, multiplying it by the percentage increase, and then rounding up to the nearest penny. That hourly rate is then used to calculate the bi-weekly and annual amounts. For instance, if the existing hourly rate is \$20.52 and a 2.5% increase is to be applied, then \$20.52 is multiplied by 1.025 and then rounded up to the nearest penny (\$21.04).**
- C. When a new top step is created and the new step’s base rate is equivalent to a percentage increase above the existing top step and there is an across-the-board increase, the hourly rate of the existing top step is first multiplied by the percentage increase that establishes the new top step and the result is rounded up to the nearest penny. That hourly amount is then multiplied by the across-the-board increase and the result is again rounded up to the nearest penny. That result is then**

used to calculate the bi-weekly and annual amounts. For instance, if the existing top step's hourly rate is \$20.52 and a new top step is created that is to be 5% higher than the existing top step, and there is a 2.5% across-the-board increase, the hourly rate of the new top step would be calculated as: $\$20.52 \times 1.05 = \21.55 . $\$21.55 \times 1.025 = \22.09 , which represents the hourly rate of the new top step.

Section 3 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 11, for all grades on the PAT Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be 5% higher than step 10's base pay rate for that grade. Those employees at step 10 as of July 1, 2023, will automatically be moved to the new step 11 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.5% across-the-board increase to all salary grades listed on the PAT Non-Union Salary Schedule.

Section 4 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Unclassified Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Unclassified Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Unclassified Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 16, for all grades on the PAT Unclassified Salary Schedule. For each respective grade, the base pay rate of the new step 16 shall be 5% higher than step 15's base pay rate for that grade. Those employees at step 15 as of July 1, 2023, will automatically be moved to the new step 16 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.5% across-the-board increase to all salary grades listed on the PAT Unclassified Salary Schedule.

Section 5 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Crafts, Trades and Labor Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Crafts, Trades and Labor Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Crafts, Trades and Labor (CTL) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 11, for grades 8 through 13 on the CTL Non-Union Salary Schedule; and create a new top step, 12, for grades 14 through 17 on the CTL Non-Union Salary Schedule. For grades 8 through 13, the base pay rate of the new top step 11 shall be 5% higher than step 10’s base pay rate for each respective grade. For grades 14 through 17, the base pay rate of the new top step 12 shall be 5% higher than step 11’s base pay rate for each respective grade. Those employees in grades 8 through 13 who are at step 10 as of July 1, 2023, will automatically be moved to the new step 11 on July 2, 2023; and those employees in grades 14 through 17 who are at step 11 as of July 1, 2023, will automatically be moved to the new step 12 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the CTL Non-Union Salary Schedule.

Section 6 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Fire Protection Schedule Non-Union 80 Hour and 112 Hour Salary Schedules shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Fire Protection Schedule Non-Union Salary Schedules (80 and 112 Hour)

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule (FPS) Non-Union Salary Schedules (80 Hour and 112 Hour).
- B. Effective July 2, 2023, the City will implement a 5.00% across-the-board increase to all salary grades listed on the FPS Non-Union Salary Schedules (80 Hour and 112 Hour).

Section 7 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Law Enforcement Schedule Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney

deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Law Enforcement Schedule Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will implement a 4% increase to all active steps of salary grade 13 of the LES Non-Union Salary Schedule.
- C. Effective July 2, 2023, the City will implement a 6.06% increase to all active steps of salary grade 14 of the LES Non-Union Salary Schedule.
- D. Effective July 2, 2023, the City will implement a 6.15% increase to all active steps of salary grades 15 and 16 of the LES Non-Union Salary Schedule.

Section 8 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Law Enforcement Schedule Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Law Enforcement Bargaining Unit

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Union Salary Schedule.
- B. Effective July 2, 2023, the City will implement a 5.5% increase to steps 4 through 14 of grade 2 of the LES Union Salary Schedule.
- C. Effective July 2, 2023, the City will implement a 5.5% increase to steps 6 through 14 of grade 5 of the LES Union Salary Schedule.
- D. Effective July 2, 2023, the City will implement a 2.0% increase to steps 8 through 14 of grade 10 of the LES Union Salary Schedule.
- E. Effective July 2, 2023, steps one through five of LES 5 and steps one through seven of LES 10 will be frozen.
- F. Effective July 2, 2023, all prior provisions regarding out of title pay for police officers are revoked.
- G. Effective July 2, 2023, any police officer working out of title as an acting corporal for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that officer’s current base pay rate.
- H. Effective July 2, 2023, any police sergeant working out of title as an acting lieutenant for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that sergeant’s current base pay rate.
- I. For the purposes of determining applicability of out of title pay, the applicable shift is the normal shift of the higher-ranking employee. For example, if a lieutenant shift is normally a 10-hour shift and a sergeant

works as the acting lieutenant for a 10-hour shift, then the sergeant receives out of title pay for the 10-hours worked out of title, even if the sergeant's actual shift is 12-hours. The remaining two hours of the sergeant's shift would be paid at the sergeant's normal hourly rate.

Section 9 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Fire Protection Bargaining Unit

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule (FPS) Union 80 Hour and 112 Hour Salary Schedules.**
- B. Effective July 2, 2023, the City will implement a 4.50% across-the-board increase to all salary grades listed on the FPS Union 80 Hour and 112 Hour Salary Schedules.**
- C. Firefighters at step 3 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 1, 2023, will, on July 2, 2023, be moved to step 4 of the applicable FPS Union Salary Schedule.**
- D. Firefighters at step 2 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 1, 2023, will, on July 2, 2023, be moved to step 3 of the applicable FPS Union Salary Schedule.**
- E. Firefighters not in the May 2023 Academy Class and who are at step 1 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 17, 2023, will, on July 18, 2023, be moved to step 3 of the applicable FPS Union Salary Schedule.**
- F. Firefighters in the May 2023 Academy Class and who are at step 1 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of January 13, 2024, will, on January 14, 2024, be moved to step 3 of the applicable FPS Union Salary Schedule.**
- G. Firefighters hired into new academy classes after the May 2023 Academy Class will start at step 3 of the FPS Union 80 Hour or 112 Hour Salary Schedule.**

Section 10 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative & Technical IBEW Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Professional, Administrative & Technical IBEW Bargaining Unit

- 264 A. Effective July 1, 2023, the City will fund the Merit Steps for all salary
265 grades within the Professional, Administrative & Technical (PAT) IBEW
266 Union Salary Schedule.
267 B. Effective July 2, 2023, the City will create a new top step, 11, for all
268 grades on the PAT IBEW Union Salary Schedule. For each respective
269 grade, the base pay rate of the new step 11 shall be approximately 5%
270 higher than step 10's base pay rate for that grade. Those employees at
271 step 10 as of July 1, 2023, will automatically be moved to the new step
272 11 on July 2, 2023.
273 C. Effective July 2, 2023, the City will implement a 2.75% across-the-board
274 increase to all salary grades listed on the PAT IBEW Union Salary
275 Schedule.
276

277 Section 11 – Springfield City Code, Section 2-92, known as the “Salary
278 Ordinance,” and regarding the Crafts, Trades and Labor Union Salary Schedule shall be
279 amended to reflect agreements reached through collective bargaining by adding the
280 following provisions at a location the City Attorney deems appropriate:
281

282 **Fiscal Year 2024 Changes Impacting the Crafts, Trades and Labor Bargaining Unit**
283

- 284 A. Effective July 1, 2023, the City will fund the Merit Steps for all salary
285 grades within the Crafts, Trades and Labor (CTL) Union Salary
286 Schedule.
287 B. Effective July 2, 2023, the City will create a new top step, 11, for all
288 grades on the CTL Union Salary Schedule. For each respective grade,
289 the base pay rate of the new step 11 shall be approximately 5% higher
290 than step 10's base pay rate for that grade. Those employees at step 10
291 as of July 1, 2023, will automatically be moved to the new step 11 on
292 July 2, 2023.
293 C. Effective July 2, 2023, the City will implement a 2.75% across-the-board
294 increase to all salary grades listed on the CTL Union Salary Schedule.
295

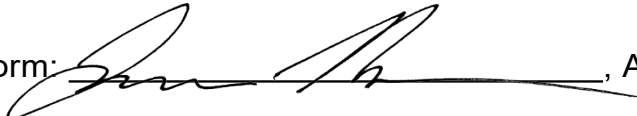
296 Section 12 – This Ordinance shall be in full force and effect from and after
297 passage.
298

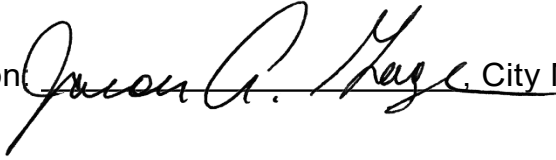
299 Passed at meeting: _____
300

301 _____
302 Mayor
303

304 Attest: _____, City Clerk
305

306 Filed as Ordinance: _____
307

308 Approved as to form:  _____, Assistant City Attorney
309

310 Approved for Council action  City Manager



EXPLANATION TO COUNCIL BILL 2023-140 (HARDINGER)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, representing changes agreed to by the parties, including changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Addendum to the Collective Bargaining Agreement; and authorizing the City Manager to enter into agreements with the IAFF regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department delineating results of collective bargaining negotiations with the IAFF and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Addendum to the CBA to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Section 3.02(C) of the July 1, 2021, IAFF Collective Bargaining Agreement ("CBA"), the City and IAFF, entered into wage reopener collective bargaining discussions.

The Fourth Addendum is attached to the Council bill as "Exhibit 1." The Addendum was ratified by the bargaining unit on May 3, 2023. The addendum to Section 3.02 – Wages of the CBA specifies that effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule ("FPS") Union (80 Hour and 112 Hour) Salary Schedules. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement an across-the-board pay increase of 4.50% to all salary grades and active steps listed on the current FPS Union (80 Hour and 112 Hour) Salary Schedules. Additionally, changes will be implemented to move current Firefighters to step three or four as outlined in the Fourth Addendum and based on the Firefighters Academy start date to transition starting pay for Firefighters to begin at step three, beginning with the 2024 Fire Academy. The remainder of Section 3.02 – Wages shall remain unchanged.

The Fourth Addendum also specifies an increase in proficiency pay for members and leaders of Specialty Teams and institutes changes previously agreed to in an April 24, 2023, Letter of Understanding between the IAFF and the City. Those changes include modifications to Section 3.03, "Specialty Teams," regarding the Technical Rescue Team.

This Council bill also provides authority to the City Manager to sign future agreements with the IAFF that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation, and both the City and the IAFF can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IAFF establishing the agreed to interpretation.

The City and IAFF voluntarily agreed to the provisions of the Fourth Addendum to the CBA through the collective bargaining process. The Fourth Addendum is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Section 5.03, "Period of the Agreement," thereof.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this Fourth Addendum to The IAFF Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. IAFF - FY2024 WAGE REOPENER, 4th add.ord
2. Ex. 1 to Ord. 4th Add. to IAFF CBA
3. Ex. 4A to 4th Am to IAFF CBA Fire Protection (FPS) Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed 05-30-23

Sponsored by Hardinger

First Reading

Second Reading

COUNCIL BILL 2023-140

SPECIAL ORDINANCE

AN ORDINANCE

1 APPROVING the Fourth Addendum to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Association of Fire
3 Fighters, Southern Missouri Professional Fire Fighters Local 152,
4 representing changes agreed to by the parties, including changes
5 resulting from wage reopener negotiations; authorizing the City
6 Manager, or his designee, to execute the Fourth Addendum to the
7 Collective Bargaining Agreement; and authorizing the City Manager to
8 enter into agreements with the IAFF regarding matters of
9 interpretation of the Collective Bargaining Agreement.

10
11
12 WHEREAS, the City and the International Association of Fire Fighters, Southern
13 Missouri Professional Fire Fighters Local 152 ("IAFF"), are parties to a July 1, 2021,
14 Collective Bargaining Agreement ("CBA"); and

15
16 WHEREAS, the City established a team (the "City's team") for the purposes of acting
17 as the City's exclusive agent in collectively bargaining; and

18
19 WHEREAS, on April 24, 2023, the City and IAFF entered into a "Letter of
20 Understanding" pursuant to which the parties agreed to amend Section 3.03, "Specialty
21 Teams," of the CBA; and

22
23 WHEREAS, Section 3.02, "Wages," of the CBA allowed for the IAFF to notify the
24 City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the
25 IAFF did so notify the City; and

26
27 WHEREAS, the IAFF and the City's team engaged in wage reopener negotiations
28 and reached a tentative agreement to enter into a Fourth Addendum to the CBA to
29 amend Section 3.02, "Wages," by including a new subpart titled "Fiscal Year 2024
30 Reopener Agreement," and Section 3.03, "Specialty Teams," said Fourth Amendment
31 being subject to ratification by the bargaining unit and approval by City Council; and
32

33 WHEREAS, the terms of the Fourth Amendment were ratified by the bargaining unit
34 during the week of May 1, 2023; and
35

36 WHEREAS, the City's team recommends giving the City Manager authority to enter
37 into agreements with the IAFF regarding interpretations of the CBA; and
38

39 WHEREAS, the proposed Fourth Addendum to the CBA is now submitted to City
40 Council for consideration and approval.
41

42 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – Having reviewed and considered the Fourth Addendum to the CBA,
46 which is attached hereto as "Exhibit 1," City Council hereby approves entering into the
47 Fourth Addendum as a final and binding addendum to the CBA.
48

49 Section 2 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the Fourth Addendum to the CBA to the IAFF. City
51 Council also authorizes the City Manager to enter into and execute any future
52 agreements with the IAFF involving interpretations of language in the CBA, including
53 any addendums thereto.
54

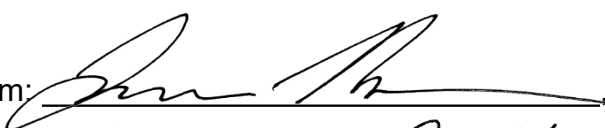
55 Section 3 – This Ordinance shall be in full force and effect from and after passage.
56

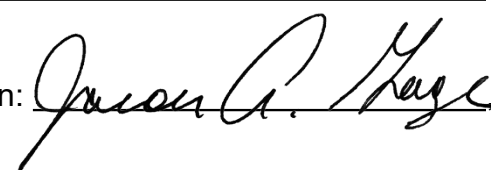
57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66
67 Approved as to form:  Assistant City Attorney
68

69
70 Approved for Council action:  City Manager

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

THIS IS THE FOURTH ADDENDUM (“Fourth Addendum”) TO THE COLLECTIVE BARGAINING AGREEMENT (“CBA”) BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, the City and IAFF are parties to a July 1, 2021, CBA, regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First, Second, and Third Addendums;

Whereas, on April 24, 2023, the City and IAFF entered into a “Letter of Understanding,” pursuant to which the parties agreed to amend Section 3.03, “Specialty Teams,” of the CBA in order to include modified training requirements for certain members of the Technical Rescue Team;

Whereas, Section 3.02, “Wages” of the CBA allowed the IAFF to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IAFF did so notify the City; and

Whereas, the IAFF and City engaged in wage reopener negotiations and reached tentative agreement to amend Section 3.02, “Wages,” by including a new subpart titled “Fiscal Year 2024 Wage Reopener Agreement,” and to amend Section 3.03, “Specialty Teams,” to increase proficiency pay.

Now therefore, in consideration of the foregoing and contingent upon ratification by the bargaining unit and approval and authorization by City Council, the parties agree to amend Section 3.02, “Wages,” by adding a new subpart to the end of Section 3.02 which shall be titled “Fiscal Year 2024 Reopener Agreement,” and to amend Section 3.03, “Specialty Teams” as set forth below (additions are in *italics*, deletions are ~~stricken~~):

SECTION 3.02 — WAGES

Fiscal Year 2024 Wage Reopener Agreement

1. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule 80 Hour and 112 Hour Salary Schedules.*
2. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 4.50% across-the-board increase to all salary grades listed on the current Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules. New Fire*

Protection Union Salary Schedules reflecting these increases are attached hereto as Exhibit 4A and incorporated herein.

- 3. Firefighters at Step 3 of FPS 1 as of July 1, 2023, will be moved to step 4 on July 2, 2023, and their annual anniversary date for any pay increment will be reset to July 2.*
- 4. Firefighters at Step 2 of FPS 1 as of July 1, 2023, will be moved to step 3 on July 2, 2023, and their annual anniversary date for any pay increment will be reset to July 2.*
- 5. Firefighters not in the May 2023 Academy Class and who are at step 1 of FPS 1 as of July 17, 2023, shall be moved to step 3 on July 18, 2023.*
- 6. Firefighters in the May 2023 Academy Class (Cohort 523) and who are at step 1 of FPS 1 as of January 13, 2024, shall be moved to step 3 on January 14, 2024, and their annual anniversary date for any pay increment will be reset to January 14.*
- 7. Firefighters in Fire Academy Classes that start after the May 2023 Academy Class will start at step 3 of FPS 1.*
- 8. The City's salary ordinance shall be amended to reflect the above changes.*

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the

appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of *one thousand dollars (\$1,000.00)* ~~six-hundred dollars (\$600.00)~~ per year, with the team leader receiving one-thousand *five hundred dollars (\$1,500.00)* ~~1,000.00~~ per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department

will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of *one thousand dollars (\$1,000.00)* ~~six hundred dollars (\$600.00)~~ per year, with the team leader receiving one-thousand *five hundred dollars (\$1,500.00)* ~~1,000.00~~ per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least *thirteen (13)* ~~seven (7)~~ members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Team leaders and Rescue and Salvage Specialist ~~Members~~ of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in (Rope Core, 6.1 and 6.2) or approved IFSAC equivalent;
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Team leaders and Rescue and Salvage Specialist Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

Firefighters seeking appointment to the Technical Rescue Team must have completed the Rescue Academy and be approved to work in an out-of-title role as a Rescue Salvage and Specialist, consistent with Department Procedures 345, or any subsequent version thereof. Unless already completed, Fire Equipment Operators and company officers seeking appointment to the Technical Rescue Team must complete the Rescue Academy within one year of appointment to the Technical Rescue Team.

New team members not at the Rescue Salvage Specialist rank or assigned as the Team Leader shall be required to complete the following training certifications:

- *IFSAC certification in Rope 6.1, or approved IFSAC equivalent;*
- *Confined Space Technician;*
- *Trench Rescue Technician; and*
- *Structure Collapse Technician at the operation level.*

Any new, non-Rescue Salvage Specialist, non-team leader member who joins prior to December 31, 2023, must complete all of the above listed, applicable training and certifications within 24-months of appointment to the team. New non-Rescue Salvage Specialist, non-team leader members who join after December 31, 2023, will have one year from the date of joining to fully complete all of the above listed, applicable training and certifications.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her

vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team members shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year, and team leaders shall receive proficiency pay in the amount of one-thousand five hundred dollars (\$1,500.00~~1,000.00~~) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. *The Bomb Squad Commander shall receive proficiency pay in the amount of one thousand five hundred dollars (\$1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to the Bomb Squad Commander for each partial month the Commander is on the team.* By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad.

Air Program

Equipment Operators assigned to the Air Program shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Chad Davis, President
IAFF Local 152

Jason Gage, City Manager

Date

Date

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

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

80 Hours Per Pay Period

SALARY CHANGE: **4.5% Increase to Active Steps on All Grades.**

EFFECTIVE DATE: **7/2/2023**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
FPS 1	19.87	1,589.60 41,329.60	21.05	1,684.00 43,784.00	22.05	1,764.00 45,864.00	23.09	1,847.20 48,027.20	24.22	1,937.60 50,377.60	25.29	2,023.20 52,603.20	FPS 1
FPS 4	21.87	1,749.60 45,489.60	23.17	1,853.60 48,193.60	24.26	1,940.80 50,460.80	25.39	2,031.20 52,811.20	26.65	2,132.00 55,432.00	27.83	2,226.40 57,886.40	FPS 4
FPS 5T	24.75	1,980.00 51,480.00	26.29	2,103.20 54,683.20	27.55	2,204.00 57,304.00	28.86	2,308.80 60,028.80	30.25	2,420.00 62,920.00	30.94	2,475.20 64,355.20	FPS 5T
FPS 6	26.95	2,156.00 56,056.00	28.19	2,255.20 58,635.20	29.56	2,364.80 61,484.80	30.97	2,477.60 64,417.60	32.67	2,613.60 67,953.60	34.13	2,730.40 70,990.40	FPS 6
FPS 7	27.63	2,210.40 57,470.40	29.37	2,349.60 61,089.60	30.75	2,460.00 63,960.00	32.22	2,577.60 67,017.60	33.80	2,704.00 70,304.00	35.26	2,820.80 73,340.80	FPS 7

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
FPS 1			26.82	2,145.60 55,785.60			28.33	2,266.40 58,926.40	32.02	2,561.60 66,601.60	FPS 1
FPS 4			29.51	2,360.80 61,380.80			31.17	2,493.60 64,833.60	35.22	2,817.60 73,257.60	FPS 4
FPS 5T			32.48	2,598.40 67,558.40			34.02	2,721.60 70,761.60	38.30	3,064.00 79,664.00	FPS 5T
FPS 6			35.73	2,858.40 74,318.40			37.33	2,986.40 77,646.40	41.98	3,358.40 87,318.40	FPS 6
FPS 7			36.98	2,958.40 76,918.40			38.70	3,096.00 80,496.00	43.58	3,486.40 90,646.40	FPS 7

Steps 1 and 2 on Grade FPS 1 will be phased out and frozen effective January 15, 2024

Exhibit 4A

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

112 Hours Per Pay Period

**SALARY
CHANGE:**

4.5% Increase to Active Steps on All Grades.

EFFECTIVE DATE:

7/2/2023

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
FPS 1	1,589.60		1,684.00		1,764.00		1,847.20		1,937.60		2,023.20		FPS 1
	14.1929	41,329.60	15.0357	43,784.00	15.7500	45,864.00	16.4929	48,027.20	17.3000	50,377.60	18.0643	52,603.20	
FPS 4	1,749.60		1,853.60		1,940.80		2,031.20		2,132.00		2,226.40		FPS 4
	15.6214	45,489.60	16.5500	48,193.60	17.3286	50,460.80	18.1357	52,811.20	19.0357	55,432.00	19.8786	57,886.40	
FPS 5T	1,980.00		2,103.20		2,204.00		2,308.80		2,420.00		2,475.20		FPS 5T
	17.6786	51,480.00	18.7786	54,683.20	19.6786	57,304.00	20.6143	60,028.80	21.6071	62,920.00	22.1000	64,355.20	
FPS 6	2,156.00		2,255.20		2,364.80		2,477.60		2,613.60		2,730.40		FPS 6
	19.2500	56,056.00	20.1357	58,635.20	21.1143	61,484.80	22.1214	64,417.60	23.3357	67,953.60	24.3786	70,990.40	
FPS 7	2,210.40		2,349.60		2,460.00		2,577.60		2,704.00		2,820.80		FPS 7
	19.7357	57,470.40	20.9786	61,089.60	21.9643	63,960.00	23.0143	67,017.60	24.1429	70,304.00	25.1857	73,340.80	

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
FPS 1			2,145.60				2,266.40		2,561.60		FPS 1
			19.1571	55,785.60			20.2357	58,926.40	22.8714	66,601.60	
FPS 4			2,360.80				2,493.60		2,817.60		FPS 4
			21.0786	61,380.80			22.2643	64,833.60	25.1571	73,257.60	
FPS 5T			2,598.40				2,721.60		3,064.00		FPS 5T
			23.2000	67,558.40			24.3000	70,761.60	27.3571	79,664.00	
FPS 6			2,858.40				2,986.40		3,358.40		FPS 6
			25.5214	74,318.40			26.6643	77,646.40	29.9857	87,318.40	
FPS 7			2,958.40				3,096.00		3,486.40		FPS 7
			26.4143	76,918.40			27.6429	80,496.00	31.1286	90,646.40	

Steps 1 and 2 on Grade FPS 1 will be phased out and frozen effective January 15, 2024



EXPLANATION TO COUNCIL BILL 2023-141 (CARROLL)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a Bargaining Unit within the Crafts, Trades, and Labor Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the First Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group and to provide for pay adjustments for the CTL Union Salary Schedule; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV: Wages of the July 1, 2022 Collective Bargaining Agreement between the City and IBEW Local No. 753 (the "CBA"), the City and IBEW Local No. 753, as the Exclusive Representative of a certain Bargaining Unit within the CTL Employee Group, conferred and discussed proposed changes to the CBA.

The First Amendment attached to the Council Bill as "Exhibit 1," amends Article XV: "Wages" of the CBA and specifies effective July 1, 2023, the City will fund the Merit Steps for all salary grades and active pay steps within the bargaining unit contained in the CTL Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will establish a new top step at 5% above the current top step 10, and will provide for an across-the-board increase of 2.75% for all salary grades and steps in the bargaining unit. The remainder of Article XV: Wages shall remain unchanged.

This Council bill also provides authority to the City Manager to sign future agreements with the IBEW that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective

bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation and both the City and the IBEW Local No. 753 can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IBEW Local No. 753 establishing the agreed to interpretation.

The terms of the First Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the First Amendment on May 10, 2023. The First Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this First Amendment for The CTL Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. IBEW CTL FY24 WAGE REOPENER -1st am
2. Exhibit 1- to Ord. 1st Am. to IBEW CTL CBA
3. Ex. 1A Crafts Trades and Labor (CTL) Union Salary Schedule 7.2.2023

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-30-23

Sponsored by Carroll

First Reading _____

Second Reading _____

COUNCIL BILL 2023-141

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2022, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers AFL-CIO Union Number 753, the Exclusive
4 Representative of a Bargaining Unit within the Crafts, Trades, and
5 Labor Employee Group, representing changes resulting from wage
6 reopener negotiations; authorizing the City Manager, or his designee,
7 to execute the First Amendment; and authorizing the City Manager to
8 enter into agreements with the IBEW regarding matters of
9 interpretation of the Collective Bargaining Agreement.

10
11
12 WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-
13 CIO Union Number 753 ("IBEW") are parties to a July 1, 2022, Collective Bargaining
14 Agreement ("CBA") regarding a bargaining unit within the City's Crafts, Trades and
15 Labor employee group; and

16
17 WHEREAS, the City established a team (the "City's team") for the purposes of acting
18 as the City's exclusive agent in collective bargaining; and

19
20 WHEREAS, the IBEW and the City engaged in wage reopener negotiations and
21 reached a tentative agreement to enter into a First Amendment to the CBA to amend
22 Article XV: "Wages" by adding a new Section 1, "Fiscal Year 2024 Wage Reopener
23 Agreement," said First Amendment being subject to approval by City Council; and

24
25 WHEREAS, the IBEW has represented to the City that its representative has
26 authority to sign the tentative agreement without ratification and the City is relying on
27 that representation; and

28
29 WHEREAS, the proposed First Amendment to the CBA is now submitted to City
30 Council for consideration and approval.

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

34 Section 1 – Having reviewed and considered the First Amendment to the July 1,
35 2022, CBA regarding a bargaining unit within the City’s Crafts, Trades and Labor
36 employee group, which is attached hereto as “Exhibit 1,” City Council hereby approves
37 the entering into the First Amendment as a final and binding amendment to the CBA.
38

39 Section 2 – City Council hereby authorizes and directs the City Manager, or his
40 designee, to execute and deliver the First Amendment to the CBA to the IBEW. City
41 Council also authorizes the City Manager to enter into and execute any future
42 agreements with the IBEW involving interpretations of language in the CBA, including
43 any amendments thereto.
44

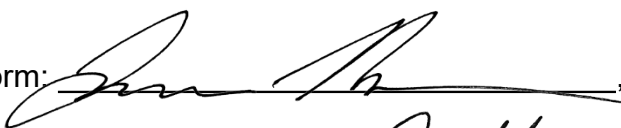
45 Section 3 – This Ordinance shall be in full force and effect from and after passage.
46

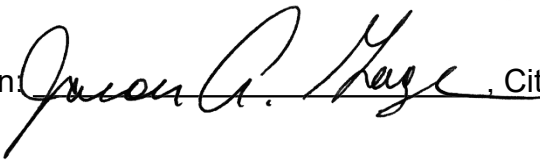
47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: , Assistant City Attorney
58

59
60 Approved for Council action: , City Manager

First Amendment To The July 1, 2022, Collective Bargaining Agreement Between The City Of Springfield, Missouri, And The International Brotherhood Of Electrical Workers AFL-CIO Union Number 753, Exclusive Representative Of The Bargaining Unit Employees In The Crafts, Trades, And Labor Employee Group

This First Amendment (“First Amendment”) is to the collective bargaining agreement (CBA) between the City of Springfield, Missouri (“City”), and the International Brotherhood Of Electrical Workers AFL-CIO Union Number 753 (“IBEW”), exclusive representative of the bargaining unit employees in the Crafts, Trades, and Labor employee group.

Whereas, the City and IBEW are parties to a July 1, 2022, CBA regarding the bargaining unit defined in the CBA;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 1 titled “Fiscal Year 2024 Wage Reopener Agreement” to be effective July 1, 2023; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV “Wages” of the CBA by adding one new section to that article: “Section 1. Fiscal Year 2024 Wage Reopener Agreement” as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

Article XV: Wages

Section 1, Fiscal Year 2024 Wage Reopener Agreement

- a. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Union Salary Schedule.*
- b. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the Crafts, Trades, and Labor Union Salary Schedule.*
- c. *Effective July 1, 2023, the City will create a new top step, 11, for all grades on the Crafts, Trades, and Labor Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be approximately 5% higher than step 10’s base pay rate for that grade. Those bargaining unit members at step 10 as of July 1, 2023, will be moved to the new step 11 on July 2, 2023.*
- d. *The parties agree that the increases and new top step set forth in (b) and (c) are reflected in the new Crafts, Trades, and Labor Union Salary Schedule that is attached hereto as Exhibit 1A and incorporated herein.*
- e. *The City’s salary ordinance shall be amended to incorporate these agreed to changes.*
- f. *The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2025 at least thirty (30) days before March 1, 2024. The dates for negotiations shall be set by or before March 1, 2024. The City will provide a cost analysis of the current wages and benefits of the bargaining unit and a projection of the*

cost of funding Merit Steps if the Union makes a request for such information and the request is made at least two weeks prior to scheduled negotiations.

Brian Brawley, Business Manager
IBEW, Local 753

Jason Gage, City Manager
City of Springfield

Date

Date

Certification that this First Amendment to the July 1, 2022 IBEW CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

SALARY CHANGE:

New Top Step 11 at 5% Above Step 10; 2.75% Increase to Active Steps on All Grades

EFFECTIVE DATE: 7.2.2023

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE
CTL 1				1,243.20	1,305.60	1,363.20	1,433.60	1,506.40	1,581.60	CTL1
CTL 2				15.54 32,323.20	16.32 33,945.60	17.04 35,443.20	17.92 37,273.60	18.83 39,166.40	19.77 41,121.60	CTL 2
CTL 3				15.62 32,489.60	16.40 34,112.00	17.23 35,838.40	17.99 37,419.20	18.90 39,312.00	19.85 41,288.00	CTL 3
CTL 4				16.28 33,862.40	17.09 35,547.20	17.95 37,336.00	18.73 38,958.40	19.68 40,934.40	20.67 42,993.60	CTL 4
CTL 5				17.05 35,464.00	17.90 37,232.00	18.80 39,104.00	19.60 40,768.00	20.61 42,868.80	21.64 45,011.20	CTL 5
CTL 6				17.40 36,192.00	18.27 38,001.60	19.19 39,915.20	20.02 41,641.60	21.04 43,763.20	22.10 45,968.00	CTL 6
CTL 7				17.33 36,046.40	18.20 37,856.00	19.11 39,748.80	20.06 41,724.80	20.92 43,513.60	21.99 45,739.20	CTL 7
CTL 8	17.34 36,067.20	18.21 37,876.80	19.12 39,769.60	20.07 41,745.60	21.08 43,846.40	21.99 45,739.20	23.11 48,068.80	24.27 50,481.60	25.50 53,040.00	CTL 8
CTL 9	18.15 37,752.00	19.05 39,624.00	20.00 41,600.00	21.01 43,700.80	22.06 45,884.80	23.01 47,860.80	24.18 50,294.40	25.39 52,811.20	26.67 55,473.60	CTL 9
CTL 10	19.19 39,915.20	20.14 41,891.20	21.15 43,992.00	22.21 46,196.80	23.32 48,505.60	24.32 50,585.60	25.56 53,164.80	26.84 55,827.20	28.19 58,635.20	CTL 10
CTL 11	20.25 42,120.00	21.25 44,200.00	22.31 46,404.80	23.43 48,734.40	24.60 51,168.00	25.67 53,393.60	26.97 56,097.60	28.32 58,905.60	29.74 61,859.20	CTL 11
CTL 12	21.12 43,929.60	22.18 46,134.40	23.29 48,443.20	24.45 50,856.00	25.67 53,393.60	26.78 55,702.40	28.15 58,552.00	29.56 61,484.80	31.04 64,563.20	CTL 12
CTL 13	21.85 45,448.00	22.94 47,715.20	24.09 50,107.20	25.29 52,603.20	26.56 55,244.80	27.71 57,636.80	29.12 60,569.60	30.58 63,606.40	32.11 66,788.80	CTL 13
CTL 14	22.78 47,382.40	23.93 49,774.40	25.12 52,249.60	26.38 54,870.40	27.70 57,616.00	28.90 60,112.00	30.37 63,169.60	31.89 66,331.20	33.49 69,659.20	CTL 14

Exhibit 1A



EXPLANATION TO COUNCIL BILL 2023-142 (HOSMER)

FILED: 06/16/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative and Technical Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical ("PAT") IBEW Union Salary Schedule, delineating results of collective bargaining negotiations with the PAT IBEW Union and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV – Wages of the July 1, 2021, IBEW PAT Collective Bargaining Agreement ("CBA"), the City and the IBEW, Local No. 753, the Exclusive Representative for a Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical ("PAT") Employee Group, conferred and discussed proposed changes to the CBA.

The Fourth Amendment is attached to the Council bill as "Exhibit 1," amending Article XV – Wages of the CBA, and specifies that effective July 1, 2023, the City will fund the Merit Steps for all salary grades and active steps within the bargaining unit contained in the PAT IBEW Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will establish a new top step at 5% above the current top step ten (10) for all salary grades and implement a 2.75% across-the-board pay increase for each salary grade and active steps. The remainder of Article XV will remain unchanged.

Additionally, this Council bill also provides authority to the City Manager to sign future

agreements with the IBEW Local No. 753 that address matters of interpretation of the CBA (including any amendments thereto). In the past there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation and both the City and the IBEW Local No. 753 can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IBEW Local No. 753 establishing the agreed to interpretation.

The terms of the Fourth Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the Fourth Amendment on May 10, 2023. The Fourth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this Fourth Amendment to the CBA with an effective date as of the date of execution by the parties.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. IBEW PAT FY24 WAGE REOPENER, 4th am
2. Ex. 1 to Ord. 4th Am. to IBEW PAT CBA
3. Ex. 4A to 4th Am to IBEW PAT CBA-- PAT Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-30-23

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2023-142

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Fourth Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers AFL-CIO Union Number 753, the exclusive
4 representative of a certain bargaining unit within the Professional,
5 Administrative, and Technical Employee Group, representing changes
6 resulting from wage reopener negotiations; authorizing the City
7 Manager, or his designee, to execute the Fourth Amendment; and
8 authorizing the City Manager to enter into agreements with the IBEW
9 regarding matters of interpretation of the Collective Bargaining
10 Agreement.
11 _____
12

13 WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-
14 CIO Union Number 753 ("IBEW"), are parties to a July 1, 2021, Collective Bargaining
15 Agreement ("CBA") regarding a bargaining unit within the City's Professional,
16 Administrative, and Technical employee group; and
17

18 WHEREAS, the City established a team (the "City's team") for the purposes of acting
19 as the City's exclusive agent in collective bargaining; and
20

21 WHEREAS, Article XV: "Wages," subpart (e) allowed the IBEW to notify the City of
22 its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IBEW
23 did so notify the City; and
24

25 WHEREAS, the IBEW and the City engaged in wage reopener negotiations and
26 reached a tentative agreement to enter into a Fourth Amendment to the CBA to amend
27 Article XV: "Wages," by adding a new Section 5, "Fiscal Year 2024 Reopener
28 Agreement," said Fourth Amendment being subject to approval by City Council; and
29

30 WHEREAS, the IBEW has represented to the City that its representative has
31 authority to sign the tentative agreement without ratification and the City is relying on
32 that representation; and
33

34 WHEREAS, the City's team recommends giving the City Manager authority to enter
35 into agreements with the IBEW regarding interpretations of the CBA; and
36

37 WHEREAS, the proposed Fourth Amendment to the CBA is now submitted to City
38 Council for consideration and approval.
39

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

43 Section 1 – Having reviewed and considered the Fourth Amendment to the July 1,
44 2021, CBA regarding a bargaining unit within the City's Professional, Administrative and
45 Technical employee group, which is attached hereto as "Exhibit 1," City Council hereby
46 approves entering into the Fourth Amendment as a final and binding amendment to the
47 CBA.
48

49 Section 2 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the Fourth Amendment to the CBA to the IBEW. City
51 Council also authorizes the City Manager to enter into and execute any future
52 agreements with the IBEW involving interpretations of language in the CBA, including
53 any amendments thereto.
54

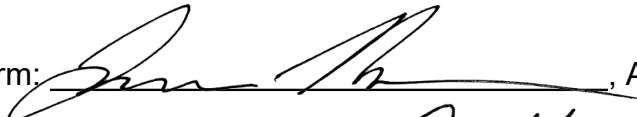
55 Section 3 – This Ordinance shall be in full force and effect from and after passage.
56

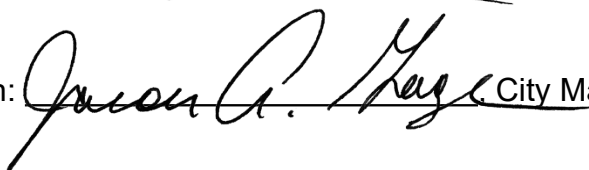
57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

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

69
70 Approved for Council action:  City Manager

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

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

Whereas, the City and IBEW are parties to a July 1, 2021, CBA regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First, Second, and Third Amendments;

Whereas, Article XV: Wages, subpart (e) of the CBA allows the IBEW to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IBEW did so notify the City;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 5 titled “Fiscal Year 2024 Wage Reopener Agreement to be effective July 1, 2023; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV “Wages” of the CBA by adding one new section to that article: “Section 5. Fiscal Year 2024 Wage Reopener Agreement” as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

Article XV: Wages

Section 5, Fiscal Year 2024 Wage Reopener Agreement

- a. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
- b. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
- c. *Effective July 1, 2023, the City will create a new top step, 11, for all grades on the Professional, Administrative, and Technical IBEW Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be approximately 5% higher*

than step 10's base pay rate for that grade. Those bargaining unit members at step 10 as of July 1, 2023, will be moved to the new step 11 on July 2, 2023.

- d. The parties agree that the increases and new top step set forth in (b) and (c) are reflected in the new Professional, Administrative, and Technical IBEW Union Salary Schedule that is attached hereto as Exhibit 4A and incorporated herein.*
- e. The City's salary ordinance shall be amended to incorporate these agreed to changes.*

Brian Brawley, Business Manager
IBEW, Local 753

Jason Gage, City Manager
City of Springfield

Date

Date

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

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
 PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

SALARY CHANGE:

**New Top Step 11 at 5% Above Step 10; 2.75%
Increase to Active Steps on All Grades.**

EFFECTIVE DATE:

7/2/2023

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
PAT IBEW UNION 5							1,327.20		1,393.60		1,463.20		1,537.60		1,616.00		1,696.80		1,783.20		1,872.80		PAT IBEW UNION 5
PAT IBEW UNION 6			1,379.20		1,448.80		1,520.80		1,597.60		1,678.40		1,762.40		1,852.00		1,945.60		2,044.80		2,147.20		PAT IBEW UNION 6
		17.24	35,859.20	18.11	37,668.80	19.01	39,540.80	19.97	41,537.60	20.98	43,638.40	22.03	45,822.40	23.15	48,152.00	24.32	50,585.60	25.56	53,164.80	26.84	55,827.20		
PAT IBEW UNION 7	19.57	40,705.60	20.55	42,744.00	21.58	44,886.40	22.66	47,132.80	23.79	49,483.20	24.99	51,979.20	26.24	54,579.20	27.57	57,345.60	28.97	60,257.60	30.44	63,315.20	31.97	66,497.60	PAT IBEW UNION 7
PAT IBEW UNION 8	21.08	43,846.40	22.14	46,051.20	23.25	48,360.00	24.41	50,772.80	25.64	53,331.20	26.94	56,035.20	28.28	58,822.40	29.72	61,817.60	31.22	64,937.60	32.82	68,265.60	34.47	71,697.60	PAT IBEW UNION 8
PAT IBEW UNION 9	22.68	47,174.40	23.81	49,524.80	25.01	52,020.80	26.27	54,641.60	27.59	57,387.20	28.98	60,278.40	30.43	63,294.40	31.98	66,518.40	33.57	69,825.60	35.29	73,403.20	37.06	77,084.80	PAT IBEW UNION 9

Exhibit 4A



EXPLANATION TO COUNCIL BILL 2023-143 (CARROLL)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Sixth Amendment to the July 1, 2021 Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions as well as changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and authorizing the City Manager to enter into agreements with the SPOA regarding matters of interpretation of the Collective Bargaining Agreement.

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

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Article 18 – Wages of the CBA, the City and SPOA entered into wage reopener collective bargaining discussions.

The Sixth Amendment specifies effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule ("LES") Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 5.5% across-the-board increase for steps four through fourteen of LES 2; a 5.5% across-the-board increase for steps six through fourteen of LES 5; and a 2% across-the-board increase for steps eight through fourteen of LES 10. Further, steps one through five for LES 5 and steps one through seven for LES 10 will be frozen as they are not being used.

A change was also negotiated during the collective bargaining process to the current Law Enforcement Schedule's Out-of-Title Pay structure. The change will be effective

July 2, 2023 and will begin providing Out-of-Title pay for the rank of Sergeant when filling in for the rank of Lieutenant for a minimum of one full shift and will amend the formula to a flat 10% differential when calculating Out-of-Title pay for all authorized Out-of-Title positions on the Law Enforcement Schedule (“LES”) Union Salary Schedule. Finally, a change in frequency of dues deductions that the City’s payroll staff processes for the SPOA was agreed to, as requested by the SPOA.

This Council bill also provides authority to the City Manager to sign future agreements with the SPOA that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City’s collective bargaining team is recommending that where there is a question of interpretation and both the City and the SPOA can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the SPOA establishing the agreed to interpretation.

The Sixth Amendment is attached to the Council Bill as “Exhibit 1,” and was ratified by the bargaining unit on May 9, 2023. It amends Article 2 -SPOA Rights and Article 18 – Wages of the CBA as outlined above. The remainder of Article 18 – Wages shall remain unchanged. This Sixth Amendment to the agreement was reached voluntarily through the collective bargaining process. The Sixth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Article 18 thereof.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s policies. All costs associated with this Council bill are included in the FY2024 proposed budget. It is respectfully requested that City Council approve this Sixth Amendment to The SPOA Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. SPOA FY24 WAGE REOPENER, 6th am
2. Exhibit 1- SPOA FY24 WAGE REOPENER, 6th am.
3. Ex. 6A to 6th Am to SPOA CBA Law Enforcement (LES) Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed 05-30-23

Sponsored by Carroll

First Reading _____

Second Reading _____

COUNCIL BILL 2023-143

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Sixth Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Springfield Police Officers
3 Association, Fraternal Order of Police Lodge 22, the Exclusive
4 Representative of a certain Bargaining Unit within the Springfield
5 Police Department, representing changes requested by the SPOA
6 regarding payroll deductions as well as changes resulting from wage
7 reopener negotiations; authorizing the City Manager, or his designee,
8 on behalf of the City, to execute and deliver the Sixth Amendment to
9 the Collective Bargaining Agreement to the Exclusive Representative;
10 and authorizing the City Manager to enter into agreements with the
11 SPOA regarding matters of interpretation of the Collective Bargaining
12 Agreement.
13
14

15 WHEREAS the City of Springfield, Missouri (the "City") has an established
16 framework for certain City employees to engage in collective bargaining, and this
17 established framework is set forth in Springfield City Code Section 2-94; and
18

19 WHEREAS, the City and the Springfield Police Officers Association, Fraternal Order
20 of Police Lodge 22 ("SPOA"), are the parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021 (the "CBA"); and
22

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

26 WHEREAS, Section 18.2 of the CBA allowed the SPOA to notify the City of its
27 desire to engage in wage reopener negotiations for Fiscal Year 2024 and the SPOA did
28 so notify the City; and
29

30 WHEREAS, prior to entering into any negotiations regarding wages, the SPOA
31 requested limited changes to Article 2, Section 2.2, "Dues & Payroll" of the CBA so that
32 deductions from payroll will only occur during the first two payroll instances of any
33 month; and

WHEREAS, the City's team was agreeable to amending Section 2.2, "Dues & Payroll" and has reached a tentative agreement to do so; and

WHEREAS, the SPOA and the City's team engaged in wage reopener negotiations and reached a tentative agreement to enter into a Sixth Amendment to the CBA to amend Article 2, Section 2.2, and Article 18 – Wages of the CBA, by amending Section 2.2 and including new sections 18.11 and 18.12 to be effective July 1, 2023, said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the Sixth Amendment to the CBA was ratified by the bargaining unit on May 9, 2023; and

WHEREAS, the City's team recommends giving the City Manager authority to enter into agreements with the SPOA regarding interpretations of the CBA; and

WHEREAS, the proposed Sixth Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – Having reviewed and considered the Sixth Amendment to the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 CBA, which is attached hereto as "Exhibit 1," City Council hereby approves entering into the Sixth Amendment as a final and binding amendment to the CBA.

Section 2 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Sixth Amendment to the CBA to the SPOA. City Council also authorizes the City Manager to enter into and execute any future agreements with the SPOA involving interpretations of language in the CBA, including any amendments thereto.

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

80 Approved for Council action: Juan R. Hays, City Manager

**Sixth Amendment To The July 1, 2021, Collective Bargaining Agreement Between
The City Of Springfield, Missouri And The Springfield Police Officers
Association, Fraternal Order Of Police Lodge 22**

This Sixth Amendment ("Sixth Amendment") is to the collective bargaining agreement ("CBA") between the City of Springfield, Missouri ("City") and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA").

Whereas, the City and SPOA are parties to a July 1, 2021 CBA, regarding the bargaining unit defined in the CBA and the CBA was previously amended by First, Second, Third, Fourth, and Fifth Amendments;

Whereas, prior to any wage negotiations occurring, the SPOA requested that the City agree to amend the language in Section 2.1, "Authorization for Payroll Deduction" of the CBA so that deductions from payroll will only occur during the first two payroll instances of any month;

Whereas, the City is agreeable to making the requested change to Section 2.1;

Whereas, Section 18.2 of the CBA allowed the SPOA to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the SPOA did so notify the City; and

Whereas, the SPOA and the City engaged in wage reopener negotiations and reached a tentative agreement to amend Article 18, "Wages," by including new sections 18.11 and 18.12 to be effective July 1, 2023.

Now therefore, in consideration of the foregoing and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Article 2 "SPOA Rights," Section 2.1, "Authorization for Payroll Deduction," and Article 18, "Wages" as set forth below (additions are in *italics*, deletions are ~~stricken~~):

ARTICLE 2 – SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days' notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090. The City shall deduct such dues *from the first two pay periods during any month (a total of 24 deductions per year).* ~~during each of the twenty-six (26) pay periods during the year.~~ Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified. Provided the City acts in compliance with provisions of this

Article, the SPOA will indemnify, defend, and hold harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or a result of any check-off errors.

ARTICLE 18 – WAGES

18.11 Fiscal Year 2024 Wage Reopener Agreement.

(a) Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule (LES) Union Salary Schedule.

(b). Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 5.5% across-the-board increase for Steps four through fourteen of LES 2; a 5.5% across-the-board increase for steps six through fourteen of LES 5; and a 2% across-the-board increase for steps eight through fourteen of LES 10.

(c). Effective July 2, 2023, steps one through five of LES 5 and steps one through seven of LES 10 will be frozen.

(d). The changes set forth in (b) and (c) are reflected in the attached Exhibit 6A, which is an updated LES Union Salary Schedule. The City will amend its salary ordinance to also incorporate these changes.

18.12 Out of Title Pay

(a). Effective July 2, 2023, any police officer working out of title as an acting corporal for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that officer's current base pay rate.

(b). Effective July 2, 2023, any sergeant working out of title as an acting lieutenant for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that sergeant's current base pay rate.

(c). For purposes of determining applicability of out of title pay, the applicable shift is the normal shift of the higher-ranking employee. For example, if a lieutenant shift is normally a 10-hour shift and a sergeant fills in as the acting lieutenant for a 10-hour shift, then the sergeant receives out of title pay for that 10-hour period, even if the sergeant's full shift is actually 12 hours. The remaining two hours of the sergeant's shift would be paid at the sergeant's normal rate.

(d). The City will amend its salary ordinance to incorporate the changes set forth in (a, b, and c).

Andrew Zinke, President
SPOA 22

Jason Gage, City Manager

Date

Date

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

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

SALARY CHANGE:

Steps 1-5 of LES 5 frozen and steps 1-7 of LES 10 frozen. Agreed increases to remaining steps in the following manner: 5.5% to LES 2; 5.5% to LES 5; and 2% to LES 10.

EFFECTIVE DATE: 7.2.2023

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	GRADE
LES 2				1,815.20 22.69 47,195.20	1,996.80 24.96 51,916.80	2,096.80 26.21 54,516.80	2,201.60 27.52 57,241.60	LES 2
LES 5						2,276.80 28.46 59,196.80	2,389.60 29.87 62,129.60	LES 5
LES 10								LES 10

GRADE	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	GRADE
LES 2	2,311.20 28.89 60,091.20	2,427.20 30.34 63,107.20	2,548.80 31.86 66,268.80	2,676.00 33.45 69,576.00	2,809.60 35.12 73,049.60	2,950.40 36.88 76,710.40	3,096.80 38.71 80,516.80	LES 2
LES 5	2,509.60 31.37 65,249.60	2,634.40 32.93 68,494.40	2,766.40 34.58 71,926.40	2,904.80 36.31 75,524.80	3,049.60 38.12 79,289.60	3,202.40 40.03 83,262.40	3,362.40 42.03 87,422.40	LES 5
LES 10	2,776.80 34.71 72,196.80	2,915.20 36.44 75,795.20	3,061.60 38.27 79,601.60	3,213.60 40.17 83,553.60	3,374.40 42.18 87,734.40	3,543.20 44.29 92,123.20	3,720.80 46.51 96,740.80	LES 10

Exhibit 6A



EXPLANATION TO COUNCIL BILL 2023-144 (LEE)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance amending Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits for certain employees under the Missouri Local Government Employees Retirement System, by reducing the retirement age for all eligible current and future emergency telecommunicators.

PURPOSE: To adopt the new Public Safety department option available in the Missouri LAGERS (Local Government Employee Retirement System) defined benefit plan and to classify the City's current and future 911 employees who regularly perform emergency dispatching and telecommunication work into the new Public Safety department classification.

BACKGROUND INFORMATION: The City currently has three LAGERS department categories to classify employees enrolled in the Missouri LAGERS defined benefit plan and they include: General, Police, and Fire. In 2022, the Missouri Legislature and Governor approved a LAGERS Public Safety classification option which, if adopted, reduces the normal retirement age for emergency telecommunicators currently classified as General employees. The normal retirement age for LAGERS General employees is 60, and the normal retirement age for LAGERS Public Safety is 55. The LAGERS Public Safety option became effective on August 28, 2022. The City requested an actuarial valuation report for the Public Safety benefit option on September 2, 2022, and received the valuation report from LAGERS on November 30, 2022.

City and Greene County management support the adoption of the LAGERS Public Safety department benefit option. The City and County's addition of the Public Safety department would result in an estimated increase in actuarial accrued liability in the LAGERS plan of \$889,769. This liability can be amortized over 20 years or paid with a lump sum payment. Funding is available for a one-time \$889,769 payment for the increased actuarial accrued liability via the City/County 911 non-general fund budget.

REMARKS: The City received the required actuarial cost study for the Public Safety department and has followed the requirements for posting the study for 45 days with the City Clerk's office. LAGERS also sent a copy of the report to the Joint Committee on Public Employee Retirement Systems. The computed employer contribution rates (expressed as a % of active payroll) are estimated at 16.1% for General and 17.9% for Public Safety. Contribution rates will be updated if the lump sum payment is made.



It is respectfully requested that City Council approve this request to adopt the LAGERS Public Safety department. The recommendation and explanation contained herein are consistent with Council's policies. All costs associated with this Council bill are included in the City/County 911 non-general fund FY2024 proposed budget.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. 911 Lagers Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-30-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-144

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 15049, as amended by Special Ordinance 2156 and
2 General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits
3 for certain employees under the Missouri Local Government Employees
4 Retirement System, by reducing the retirement age for all eligible current
5 and future emergency telecommunicators.
6 _____
7

8 WHEREAS, on May 20, 1968, City Council adopted Special Ordinance 15049
9 which provided benefits to certain City employees under the Missouri Local Government
10 Employee Retirement System ("LAGERS"); and
11

12 WHEREAS, Special Ordinance 15049 was subsequently amended by Special
13 Ordinance 21536 and General Ordinances number 4348, 4812, 5089, 5432, and 5849
14 to make certain modifications to LAGERS benefits for City employees; and
15

16 WHEREAS, in 2022 Missouri law was amended to create a Public Safety
17 department in LAGERS which, if elected, reduces the normal retirement age for
18 employees within the Public Safety department from age 60 to age 55; and
19

20 WHEREAS, the City currently has employees within three LAGERS departments,
21 General, Police, and Fire; and
22

23 WHEREAS, the City has three positions currently within the LAGERS General
24 department that qualify for classification within the LAGERS Public Safety
25 subdepartment, those positions being 911 Telecommunicator, 911 Telecommunicator
26 Lead, and 911 Shift Supervisor; and
27

28 WHEREAS, the addition of the qualifying positions to the Public Safety
29 subdepartment would result in an estimated increase in actuarial accrued liability in the
30 LAGERS plan of Eight Hundred Eighty-Nine Thousand Seven Hundred Sixty-Nine
31 Dollars (\$889,769); and
32

33 WHEREAS, City and Greene County management support the creation of the

LAGERS Public Safety department and have funding available for a one-time payment for the increased actuarial accrued liability, which is included in the proposed City budget for Fiscal Year 2023-2024.

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

Section 1 – It is declared to be the public policy of the City of Springfield, a political subdivision as defined by Section 70.600 RSMo., to cover all present and future emergency telecommunicators, namely the positions of 911 Telecommunicator, 911 Telecommunicator Lead, and 911 Shift Supervisor, as public safety personnel members of LAGERS, as defined in Section 70.631 RSMo.

Section 2 – Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, is hereby amended to modify the LAGERS benefits for all present and future 911 Telecommunicators, 911 Telecommunicator Leads, and 911 Shift Supervisors as provided in this Ordinance. No other benefits are altered by the passage of this Ordinance.

Section 3 – All present and future 911 Telecommunicators, 911 Telecommunicator Leads, and 911 Shift Supervisors declared to be eligible, who have 1,500 or more hours of annual employment shall be covered under LAGERS Benefit Program L-6 (2.00%).

Section 4 – Final Average Salary for all eligible present and future public safety personnel members shall be determined on the basis of a 36-month period.

Section 5 – Contributions to LAGERS of 0% total gross wages shall be required from all eligible present and future public safety personnel members.

Section 6 – Prior to July 1, 1968, 100% of all prior employment by present public safety personnel members is to be considered for “prior service credit” in calculating benefits and contributions to LAGERS. All qualified employment after the effective date shall be considered membership service, as defined in 70.600(16) RSMo.

Section 7 – Present and future public safety personnel members’ retirement benefits shall be based on the minimum service retirement age of fifty-five (55) for current and future eligible employees in accordance with the provisions of section 70.600(16) RSMo.

Section 8 – The Director of Finance is directed to deduct from the wages and salaries of each eligible public safety personnel member, the contributions, if any, required by Section 70.705 RSMo., and to remit the deductions to LAGERS, together with the employer contributions required by Section 70.705 and 70.750 RSMo.

Section 9 – Remittances and other required reports and records shall be

forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.

Section 10 – The City Manager, or his designee, is hereby authorized to enter into an agreement with Greene County for the purpose of Greene County reimbursing the City for Greene County's share of the increased actuarial accrued liability incurred as a result of the passage of this Ordinance, provided the form of such agreement is approved by the City Attorney.

Section 11 – This Ordinance shall be in full force and effect from and after passage.

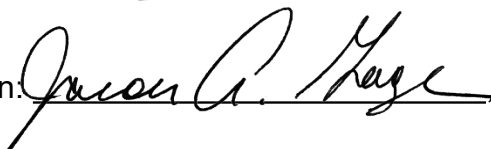
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2023-145 (JENSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: 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 Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 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.)

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 Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 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 Sunshine Towne Centre Subdivision dated May 11, 2023, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B."

B. The Planning and Zoning Commission held a public hearing on May 11, 2023, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

7. The approval of this preliminary plat shall become effective upon the approval by City Council of the annexation into the City of approximately 9.2 acres of private property, generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acres of Greene County right-of-way, generally located at 1900 South Farm Road 133 (Moore Road). (Referenced as annexation A-2-2023).

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.

REMARKS: Staff recommends approval.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Sunshine Towne Centre Subdivision_ord
2. Sunshine Towne Centre Subdivision_exhA
3. Sunshine Towne Centre _exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-145

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 Sunshine Towne Centre Subdivision, generally
4 located at 3444 West Sunshine Street, 1819 South Farm Road 133
5 (Moore Road), and 1903 South Farm Road 133, upon the applicant
6 filing and recording a final plat that substantially conforms to the
7 preliminary plat; and authorizing the City Clerk to sign the final plat
8 upon compliance with all the terms of this Ordinance. (Staff
9 recommends that City Council accept the public streets and
10 easements.)
11 _____
12

13 WHEREAS, an original Preliminary Plat of Sunshine Towne Centre Health
14 Subdivision, dated May 11, 2023, is on file with the City's Department of Planning and
15 Development; and
16

17 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
18 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
19 Sunshine Towne Centre Subdivision, which is generally located at 3444 West Sunshine
20 Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133, on
21 May 11, 2023, a copy of the Record of Proceedings from said public hearing being
22 attached hereto and incorporated herein by this reference as "Exhibit A."
23

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

27 Section 1 – City Council hereby authorizes the Director of Planning and
28 Development, on behalf of the City of Springfield, to accept the land, easements, and
29 improvements dedicated to the City, as shown on the Preliminary Plat of Sunshine
30 Towne Centre Subdivision, which is generally located at 3444 West Sunshine Street,
31 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133, as
32 approved by the Planning and Zoning Commission. The original plat of Sunshine Towne
33 Centre Subdivision is on file in the Department of Planning and Development

34 (“Approved Preliminary Plat”), a reduced version of which is attached hereto for general
35 reference as “Exhibit B – Attachment 3.” All of “Exhibit B,” including attachments, is
36 incorporated herein by this reference.
37

38 Section 2 – The Director of Planning and Development shall be authorized to
39 accept the land, easements, and improvements dedicated to the City, as shown on said
40 plat, upon the applicant filing and recording a final plat in accordance with this
41 Ordinance and the Subdivision Regulations of the City, which final plat shall
42 substantially conform to the Approved Preliminary Plat, including those conditions
43 described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying
44 to the Director of Planning and Development and the City Clerk that the public
45 improvements have been made in accordance with City standards and specifications.
46 Said public improvements shall not be accepted until the occurrence of all conditions
47 referenced herein and in “Exhibit B – Attachment 2.”
48

49 Section 3 – The final plat shall not be recorded until: (1) the public improvements
50 relating to the Approved Preliminary Plat have been constructed according to the
51 specifications of the City of Springfield, Missouri, and are approved by the Director of
52 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
53 by or in connection with the construction of said improvements have been paid to the
54 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
55 with the City Manager, according to the terms of the Subdivision Regulations of the City,
56 the prescribed financial assurances in a form acceptable to the City to ensure the
57 construction of the improvements and the payment to the City of all engineering fees,
58 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
59 construction of the improvements.
60

61 Section 4 – Upon compliance with all the requirements of this Ordinance,
62 including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby
63 authorized to endorse City Council’s approval upon the final plat pursuant to Section
64 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
65 Improvements contained therein.
66

67 Section 5 – This Ordinance shall be in full force and effect from and after its
68 passage.
69

70 Passed at meeting: _____
71

72 _____
73 Mayor
74

75 Attest: _____, City Clerk
76

77 Filed as Ordinance: _____
78
79

80 Approved as to form: Jill Bunn, Assistant City Attorney
81
82
83 Approved for Council action: Jason R. Hays, City Manager

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SUNSHINE TOWNE CENTRE SUBDIVISION

Preliminary Plat of Sunshine Towne Centre

3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a 6-lot subdivision located at 3444 W. Sunshine Street, 1819 S. Farm Road 133 (Moore Rd) and 1903 S. Farm Road 133.

Ms. Susan Istenes noted that a concern was raised for the annexation (initiated March 2023) and noted that the rezoning and annexation were proposed to be approved in tandem. She noted Planning would like to add a minor amendment to recommend a condition that the plat be effective upon approval by City Council of the annexation (9.5 acres) and to have the commission act on amending the conditions (Attachment 2) as follows: The approval of this preliminary plat shall become effective upon the approval by City Council of the annexation into the City of approximately 9.2 acres of private property, generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acres of Greene County right-of-way, generally located at 1900 South Farm Road 133 (Moore Road); referenced as annexation A-2-2023.

Ms. Burris noted that that the Law Department does not believe Planning and Zoning Commission has the jurisdiction to approve the plat because it is not in the city.

Commission members had discussion on past plats and annexations and recommended to amend the application and go forward with the preliminary plat (noting that it is not a final plat).

COMMISSION ACTION: (amend application)

Mr. Colony motioned to **amend** the application to accept conditions listed in Attachment 2 for Preliminary Plat of Sunshine Towne Centre (3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.

Mr. Jobe opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estates, Town & Country MO wanted the commission to know what complexity of building a big box retail store and appreciates all what staff is doing in order not to miss any deadlines (has already been assigned a pad delivery) and noted the soil conditions (high clay area).

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Preliminary Plat of Sunshine Towne Centre (3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133) subject to the conditions listed in Attachment 2 of the staff report on this item and the following additional conditions below. Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.



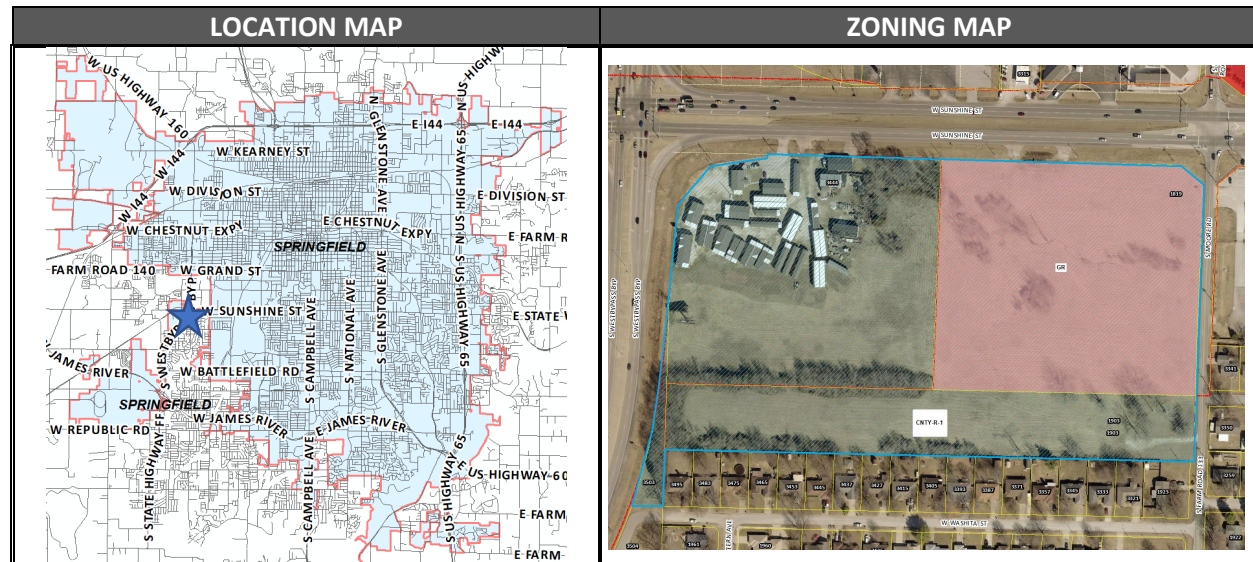
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Sunshine Towne Centre
Location:	3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), 1903 South Farm Road 133
Total Acres:	22.72 acres
Applicant:	Springfield West Partners, LLC
Existing Land Use:	Vacant, manufactured home sales
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	May 11 th , 2023
City Council:	June 5 th , 2023
Public Notification:	Posted property
Staff:	Jared Follin, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Sunshine Towne Centre subject to the conditions listed in Attachment 2 of the staff report on this item. (All commission motions are made in the affirmative)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 22.72 acres of property generally located at 3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133 (Moore Road) into six (6) lots to facilitate commercial development.



Zoned: General Retail, County R-1

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

In 2000 and 2005, portions of the property were annexed into the City. The portion currently outside city limits is concurrently being annexed with this plat. A rezoning case is also running concurrently with this plat to rezone the property to Highway Commercial.

PLANNING AND ZONING COMMISSION AUTHORITY:

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

(3) Preliminary plat.

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

DEVELOPMENT REVIEW STAFF REPORT

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GENERAL RETAIL
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plan as measured from the boundary of an R-SF or R-TH district
Front yard setback	25 feet
Side and rear yard setback	None
Street Classification	West Bypass – Expressway Sunshine Street - Expressway Farm Road 133 (Moore Road) – Collector
Sidewalks	There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, and S. Moore Road. Sidewalk is required along S. Moore Road.
Open Space Requirements	None (for most uses)

COMPATIBILITY WITH COMPREHENSIVE PLAN:

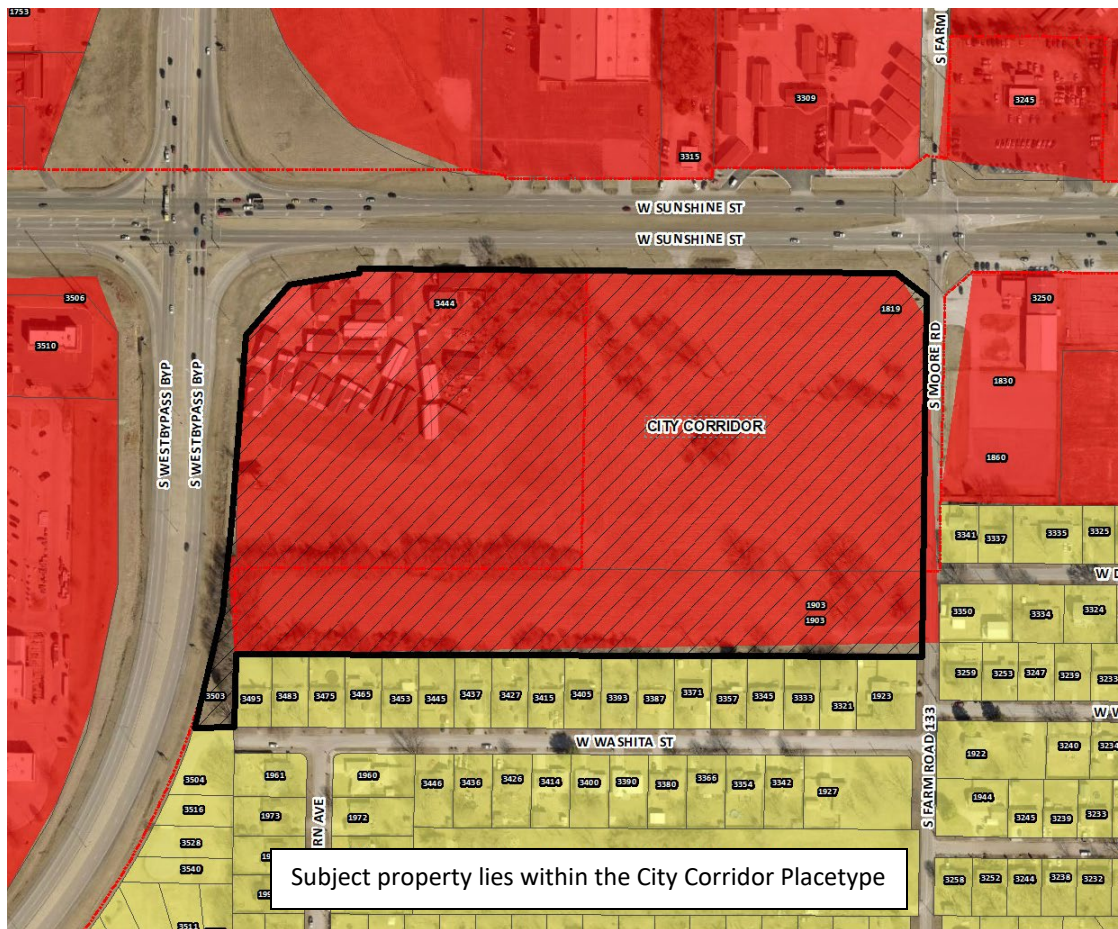
PLACETYPE: CITY CORRIDOR

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the City Corridor Placetype. This placetype is predominately comprised of commercial and service-related developments of varying scale, such as shopping centers, restaurants, offices, and entertainment uses. The plat subdivides the property in a way that will facilitate commercial development.

Developments within this placetype are generally easily accessible by all forms of transit and are located along major thoroughfares. The subject property lies adjacent to two major expressways, West Bypass and Sunshine Street, making the property easily accessible to the region. South Farm Road 133 or Moore Road, a Collector, also borders the property to the east, connecting potential developments to the residential neighborhood to the south. Access to these major roadways will support commercial or other non-residential developments at this site.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◊	○	◊	◊	○								
Mixed Residential	●	●	○	○	◊	◊	○								
Downtown			●	○	○	○	●	○	○	○					
Mixed-Use	○	○	●	○	○	○	●	○							
City Corridor			●	○	○	○	●	○	○	○					
Institutional & Employment Center			○	○	○	○	○	○	○	○					
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○										

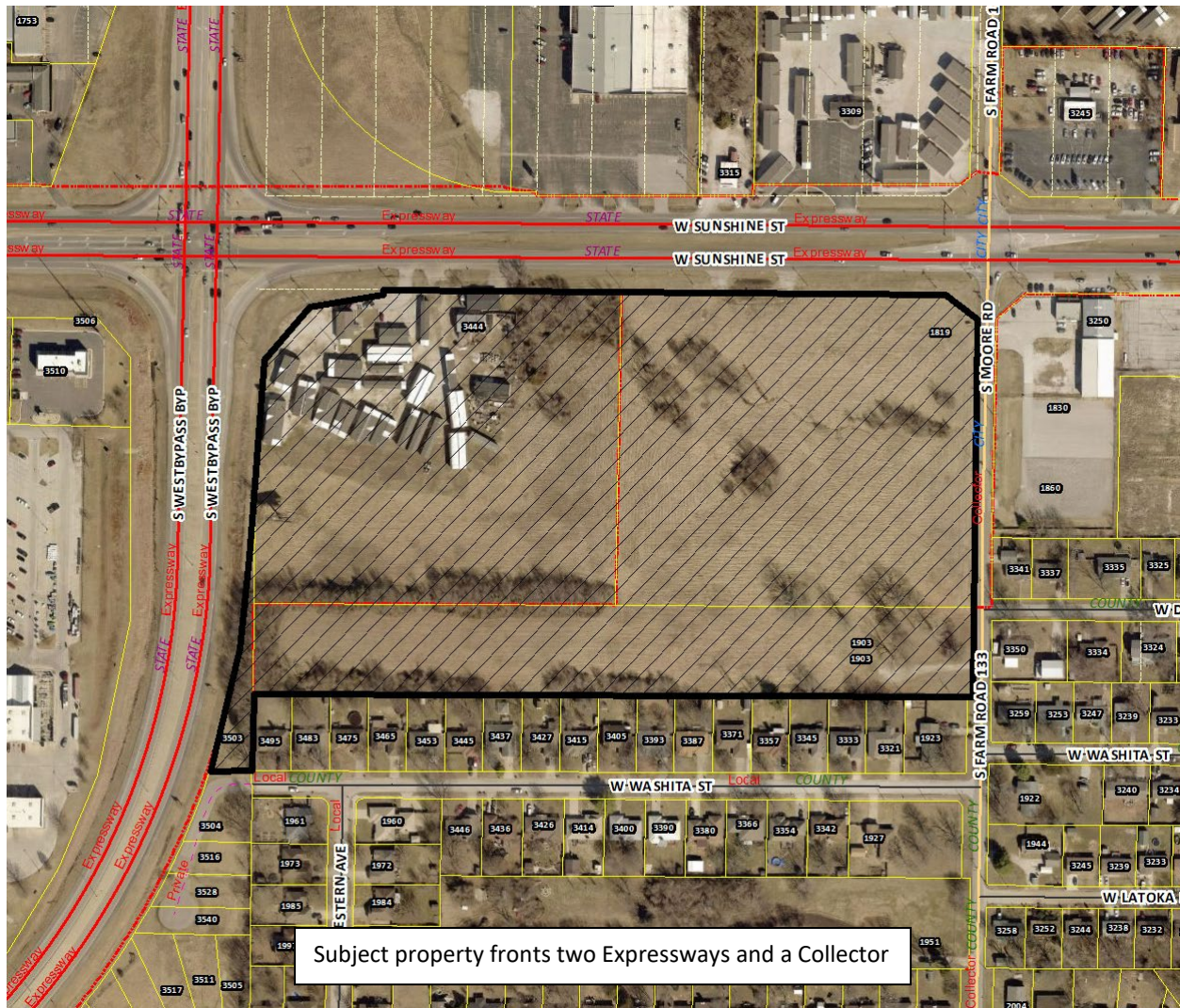
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◊ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County R-1	County C-2 / County R-1	General Retail
LAND USE	Commercial	Residential	Commercial & Residential	Commercial
PLACETYPES	City Corridor	Center City Residential Neighborhood	City Corridor	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 22.72 acres of land into a six (6) lot subdivision named "Sunshine Towne Centre."
2. Access easements are to be dedicated along access drives to allow proposed lots to utilize the proposed access points throughout the site. These access drives and easements will be privately maintained.
3. All lots meet the requirements of the subdivision regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
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**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

No issues generally with the preliminary plat.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Existing Parcel nos. 1332100113 & 1333210002 are both subject to \$0.033 per square foot sanitary sewer trunkline fee to connect to West By-pass trunkline. Parcel nos. 1333210001 & 1333210016 are both subject to a \$0.16602092 per square foot joint district fee. These fees will be collected when the properties are subdivided, when public improvement plans are submitted and filed, or when building plans are submitted, whichever comes first. These fees are in addition to the engineering and inspection fees required for the public improvements and the standard sewer impact fees required under code section 120.246. These fees have been calculated using the existing and proposed lot areas and were sent to the project engineer. 2. A sewer district will be formed when the properties are final platted. The district and section will need to be added to the final plat. 3. Need to also show minimum finish floor elevations on the final plat to serve each lot with gravity sewer. These elevations will be based on the depth of the existing sewer and the lateral length to serve the buildable area of each lot.

3. FIRE DEPARTMENT:

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

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

All Stormwater improvements of the project are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat. The stream buffer must be recorded for final plat approval.

The property is in the **Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **does have a stream buffer on site**. PW-Stormwater is working with the developer to improve the stream buffer and adjust it to improve the site.

PW Stormwater supports the preliminary plat layout and the Stream Buffer and Drainage easements. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works. **(For this case, a fee in lieu of on-site stormwater detention will not be allowed, and detention is required)**

DEVELOPMENT REVIEW STAFF REPORT

- a. The site is going to be adding 80% of new impervious area with a stream on site. Detention is Required with the basins being kept outside of the stream buffer.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Natural Channels and Stream Buffers

1. A stream buffer drainage easement must be recorded before the final plat is approved. Chapter 8, Sec 4.1.1, the stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases. Two Stream Buffers are shown crossing the property on the Northern half of the property. Chapter 8, Sec 2.1 has the general rule for development around/near natural channels is avoidance, minimize impacts, and mitigate impacts.
 - a. Chapter 8, Sec 4.1.2; All applications subject to the stream buffer requirements herein shall submit a stream buffer plan for review and approval. Stream Buffer Plan requirements are found in the same Chapter/Sec.
 - b. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement. <https://www.springfieldmo.gov/documentcenter/view/36832>

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
 - a. Water Quality is required with greater than 1 acre being disturbed. The existing impervious area for the mobile home dealership is considered redevelopment and therefore can have the water quality volume calculated at a decrease rainfall intensity.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance (O&M) agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.

DEVELOPMENT REVIEW STAFF REPORT

4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.
3. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:
All required improvements of the TIS are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

Street classification, right-of-way, & jurisdiction

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Access

There are five existing driveway access point onto the property from W. Sunshine Street, one exiting driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study (TIS) for this development.

Sidewalk

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, and S. Moore Road. Sidewalk is required along S. Moore Road.

Improvements

A TIS was completed and accepted for this development. Based on the TIS, the following improvements are required:

- Access P1 (West Bypass): Shall construct a Right-in/Right-out only access with a designated northbound right turn lane.
- Access P2 (Sunshine St.): Shall construct a Right-in/Right-out only access with a designated eastbound right turn lane.
- Access P3 (Moore Rd.): Shall construct a full access with a designated eastbound left turn lane.
- West Bypass and Sunshine St.: Shall construct a dual northbound left turn lane, a dual westbound left turn lane, and an acceleration lane extending from Access P1 to the northbound right turn lane.
- Sunshine St. and Moore Rd.: Shall construct a designated northbound left turn lane, a designated southbound left turn lane, and extend the westbound left turn lane to meet minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in the TIS of more than 500 trips daily and/or 50 trips in the peak hour will require a modified TIS.

All required improvements of the TIS are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

DEVELOPMENT REVIEW STAFF REPORT

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

4. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:
All required public improvements must be built or escrowed prior to approval of final plat or issuance of any building permits.
5. MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT):
This plat is in line with what has been discussed with MoDOT Previously.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

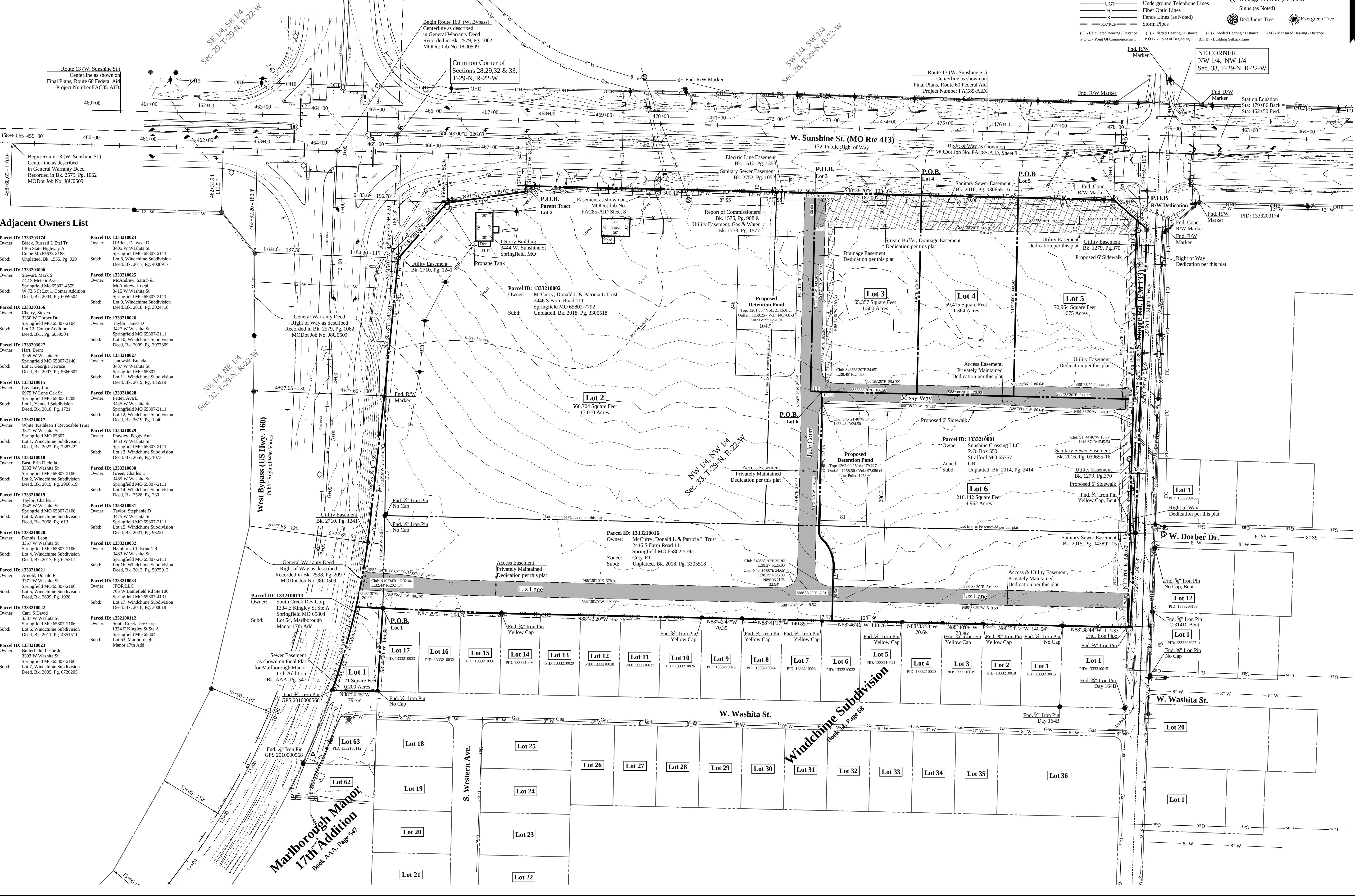
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

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.

Line Table		
N _e	Bearing	Distance
L1	S48°21'33"E	53.69'
L2	S48°21'33"E	23.64'
L3	N82°46'39"W	4.97'
L4	N1°21'40"E	10.00'
L5	S87°29'51"E	47.33'
L6	S88°38'20"E	20.50'
L7	N2°03'16"W	75.74'
L8	N2°05'32"E	72.21'
L9	S1°21'40"W	94.94'

Curve Table			
N _e	Chord	Arc Length, Radius & Delta Δ	
C1	S22°07'55"E 15.55'	L:15.99' R:19.50' Δ:46.99°	
C2	S22°07'51"E 52.22'	L:53.71' R:65.50' Δ:46.98°	
C3	N1°44'46"E 18.43'	L:18.43' R:152.73' Δ:0.69°	
C4	N0°01'08"E 5.37'	L:5.38' R:74.27' Δ:4.15°	
C5	N0°01'08"E 9.10'	L:9.10' R:125.73' Δ:4.15°	
C6	N10°21'41"E 115.39'	L:115.42' R:1363.24' Δ:4.85°	



Adjacent Owners List

Parcel ID: 133320174 Owner: Black, Russell L. Eul Tr 1365 State Highway A Springfield MO 65807-2111 Unplatted, Bk. 1555, Pg. 929	Parcel ID: 1333210024 Owner: O'Brien, Danyal D 3405 W Washita St Springfield MO 65807-2111 Lot 8, Windchime Subdivision Deed, Bk. 2017, Pg. 4008917
Parcel ID: 1333203066 Owner: Stewart, Mark S 742 S Meteor Ave Springfield MO 65802-4559 W 73.5 F Lot L, Comar Addition Deed, Bk. 2004, Pg. 0059594	Parcel ID: 1333210025 Owner: McAndrew, Sara S & McAndrew, Joseph 3415 W Washita St Springfield MO 65807-2111 Lot 5, Windchime Subdivision Deed, Bk. 2018, Pg. 3024718
Parcel ID: 133320156 Owner: Cherry, Steven 3350 W Dorber Dr Springfield MO 65807-2104 Lot 12, Comar Addition Deed, Bk., Pg. 6059594	Parcel ID: 1333210026 Owner: Taylor, James D 3427 W Washita St Springfield MO 65807-2111 Lot 3, Windchime Subdivision Deed, Bk., Pg. 3877889
Parcel ID: 133320027 Owner: Hart, Brent 3259 W Washita St Springfield MO 65807-2140 Lot 1, Georgia Terrace Deed, Bk. 2007, Pg. 5666907	Parcel ID: 1333210027 Owner: Janowski, Brenda 3437 W Washita St Springfield MO 65807-2111 Lot 11, Windchime Subdivision Deed, Bk. 2019, Pg. 135919
Parcel ID: 1333210015 Owner: Lovelace, Jim 6975 W Lone Oak St Springfield MO 65802-8709 Lot 1, Yandell Subdivision Deed, Bk. 2018, Pg. 1721	Parcel ID: 1333210028 Owner: Penz, Ava L 3445 W Washita St Springfield MO 65807-2111 Lot 12, Windchime Subdivision Deed, Bk. 2019, Pg. 1240
Parcel ID: 1333210017 Owner: White, Kathleen T Revocable Trust 3321 W Washita St Springfield MO 65807-2106 Lot 1, Windchime Subdivision Deed, Bk. 2022, Pg. 2387222	Parcel ID: 1333210029 Owner: Frawley, Peggy Ann 3453 W Washita St Springfield MO 65807-2111 Lot 13, Windchime Subdivision Deed, Bk. 2025, Pg. 1073
Parcel ID: 1333210018 Owner: Bat, Erin Diciolla 3333 W Washita St Springfield MO 65807-2106 Lot 2, Windchime Subdivision Deed, Bk. 2019, Pg. 2966519	Parcel ID: 1333210030 Owner: Green, Charles E 3465 W Washita St Springfield MO 65807-2111 Lot 14, Windchime Subdivision Deed, Bk. 2528, Pg. 230
Parcel ID: 1333210019 Owner: Taylor, Charles F 3345 W Washita St Springfield MO 65807-2106 Lot 3, Windchime Subdivision Deed, Bk. 2068, Pg. 613	Parcel ID: 1333210031 Owner: Taylor, Stephanie D 3475 W Washita St Springfield MO 65807-2111 Lot 15, Windchime Subdivision Deed, Bk. 2021, Pg. 30221
Parcel ID: 1333210020 Owner: Dennis, Leon 3357 W Washita St Springfield MO 65807-2106 Lot 4, Windchime Subdivision Deed, Bk. 2017, Pg. 625317	Parcel ID: 1333210032 Owner: Hamilton, Christine TR 3483 W Washita St Springfield MO 65807-2111 Lot 16, Windchime Subdivision Deed, Bk. 2012, Pg. 3075012
Parcel ID: 1333210021 Owner: Arnold, Donald R 3371 W Washita St Springfield MO 65807-2106 Lot 5, Windchime Subdivision Deed, Bk. 2069, Pg. 1928	Parcel ID: 1333210033 Owner: JFOR LLC 705 W Battlefield Rd Ste 100 Springfield MO 65807-4131 Lot 17, Windchime Subdivision Deed, Bk. 2018, Pg. 300018
Parcel ID: 1333210022 Owner: Carr, S David 3387 W Washita St Springfield MO 65807-2106 Lot 6, Windchime Subdivision Deed, Bk. 2011, Pg. 4351511	Parcel ID: 1333210012 Owner: South Creek Dev Corp 1334 E Kingley St Ste A Springfield MO 65804 Lot 64, Marlborough Manor 17th Add Deed, Bk. 2018, Pg. 300018
Parcel ID: 1333210023 Owner: Butterfield, Leslie Jr 3393 W Washita St Springfield MO 65807-2106 Lot 7, Windchime Subdivision Deed, Bk. 2005, Pg. 6726205	Parcel ID: 1333210013 Owner: South Creek Dev Corp 1334 E Kingley St Ste A Springfield MO 65804 Lot 64, Marlborough Manor 17th Add Deed, Bk. 2018, Pg. 300018

Marlborough Manor
17th Addition
Book AAA, Page 547

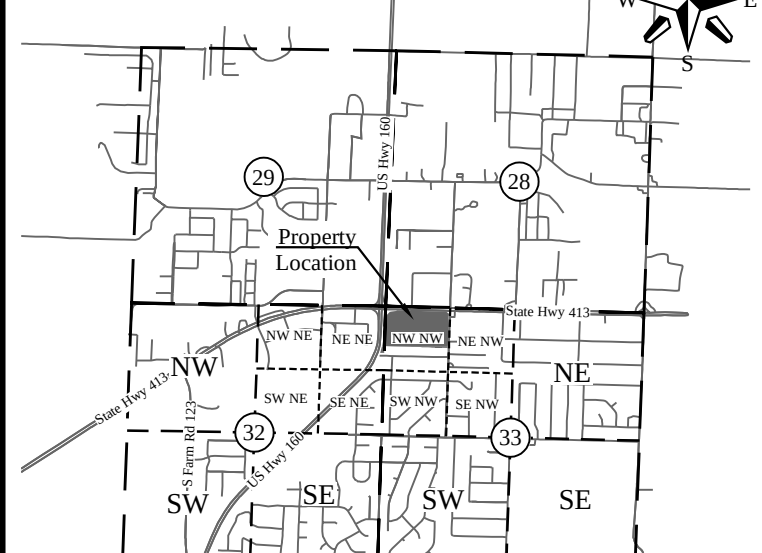
Preliminary Plat for
Sunshine Towne Centre
A subdivision being part of the:
Northeast Quarter, Northeast Quarter of Section 32, and
Northwest Quarter, Northwest Quarter of Section 33,
Township 29 North, Range 22 West
City of Springfield, Greene County, Missouri

Legend & Abbreviations

Surveyed Property Boundary Line	⬢ Benchmarks
Internal Parcel Lines	⬢ Set Boundary Monument (as Noted)
Adjacent Parcel Lines (Not a Part)	⬢ Computed Point (as Noted)
Easement Lines	⬢ Utility Structures
Building / Parking Setback Lines	⬢ Sanitary Sewer Manhole
Centerline Road / Right of Way	⬢ Sanitary Sewer Cleanout
Found Boundary Monuments	⬢ Fire Hydrant
● Iron Pin (Size and Cap as Noted) ▲ Iron Pin w/ Alum. Cap	⬢ Water Meter
● PK Nail ● Copper Weld ● Cotton Spindle ● RR Spike	⬢ Electric Riser
● Alum. Monument ● RW Marker ● RW Post	⬢ Electric Pole
● Fence Post ● Stone	⬢ Electric Transformer
XX"SS Graviy Sanitary Sewer Lines	⬢ Communications Pedestal (as Noted)
XX"FM Sewer Force Main Lines	⬢ Communications Manhole (as Noted)
XX"W Water Lines	⬢ Drainage Structure (as Noted)
GAS Gas Lines	⬢ Signs (as Noted)
UGE Overhead Electric Lines	⬢ Deciduous Tree
UGT Underground Electric Lines	⬢ Evergreen Tree
FO Underground Telephone Lines	
Fiber Optic Lines	
Fence Lines (as Noted)	
Storm Pipes	

(C) - Calculated Bearing / Distance
P.O.B. - Point of Beginning
(P) - Platred Bearing / Distance
B.S.B. - Building Setback Line
(D) - Deeded Bearing / Distance
(M) - Measured Bearing / Distance

VICINITY MAP



SCALE: NOT TO SCALE

Latitude: 37°10'54.5"N Longitude: 93°20'54.6"W

General Notes:

- Plat is valid only if surveyors seal and original signature are present.
- This survey meets current Minimum Standards for Property Boundary Surveys in the State of Missouri.
- Subsurface and environmental conditions were not examined or considered as part of this survey.
- There was no observed evidence of current earth moving work, building construction or building additions on the surveyed property.
- There was no observed evidence of the surveyed property being used as a solid waste dump, sump or sanitary landfill.

Firm Note:

By graphic scaling only this property does not lie within Flood Zone "A" or "AE" as shown on the National Flood Insurance Program, Flood Insurance Rate Map, Map No.29077C0336E Date: December 17, 2010

The above statement is for information only and the surveyor assumes no liability for the correctness of the cited map(s). In addition, no independent study of the likelihood of flooding of the surveyed property has been done by the surveyor and no opinion of flood hazards is included in this survey. The flood hazard zone boundaries shown herein were scaled from the map(s) cited and are not a result of independent computation or analysis.

Utility Note:

This survey reflects above ground indications of utilities and information available from utility companies. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warranty that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Owner(s)

Parcel ID: 1333210001
Owner: Sunshine Crossing LLC
P.O. Box 550
Stratford MO 65757

Parcel ID: 1333210002 & 1333210016
Owner: McCurry, Donald L & Patricia L Trust
2446 S Farm Road 111
Springfield MO 65802-7792

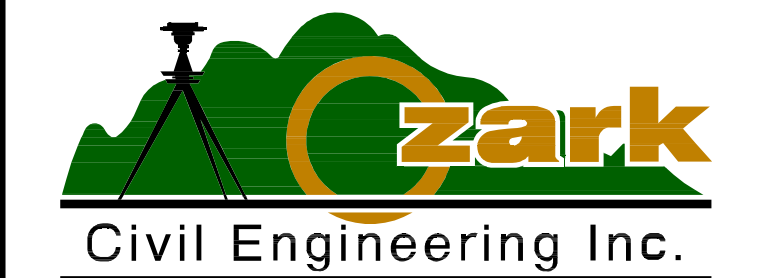
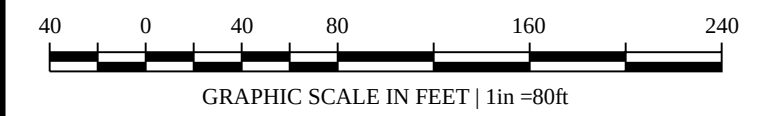
Parcel ID: 1333210013
Owner: South Creek Dev Corp
1334 E Kingley St Ste A
Springfield MO 65804

Developer / Applicant

Springfield West Partners, LLC
2 Hawthorne East
St. Louis, MO 63131
Phone: 314.623.1100
Email: twalker@realreal.com

Basis of Bearing:

Missouri State Plane Coordinates (Central Zone), NAD 83 (2011).
Per MODOT VRS



3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479.464.8850 | OFFICE 479.464.9040 | FAX

DRAWING SCALE: 1" = 80'	DRAWN BY: Jon
CHECKED BY: RLD	FIELD CREW: Indian Creek
NUMBER 2001010830	DRAWING No. Plat_S220508_V1
ISSUE DATE: -	ISSUE DATE: -



EXPLANATION TO COUNCIL BILL 2023-146 (SIMPSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving a Transportation Project Agreement between the City of Springfield, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and authorizing the City Manager, or his designee, to execute the Transportation Project Agreement on behalf of the City of Springfield. (Staff recommends approval.)

PURPOSE: To adopt an ordinance authorizing the City Manager, or his designee, to execute on behalf of the City, a Transportation Project Agreement between the City of Springfield, Missouri, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC.

BACKGROUND INFORMATION: Southern Hills Investment Trust, LLC and Southern Hills Plaza, LLC ("Developer") are in the process of renovating the Southern Hills Shopping Center, which is generally located along the south side of the 2900 block of East Sunshine Street near the southeast corner of East Sunshine Street and South Woodward Avenue. Pursuant to Sections 238.200 to 238.280, RSMo, the Missouri Transportation Development District Act ("TDD Act"), the Developer has established the Southern Hills Shopping Center Transportation Development District ("TDD"). The District will impose a one-cent (1%) TDD sales tax on all retail sales made within the District and use the revenues to fund various parking lot improvements associated with renovation ("Transportation Project").

A general description of the projects comprising the Transportation Project is as follows:

1. Construction of certain portions of new connections to public roads within and/or adjacent to the boundaries of the proposed District;
2. Storm water improvements within and/or adjacent to the proposed District;
3. Construction of sidewalks and pedestrian pathways within and/or adjacent to the proposed District;
4. Construction of new driveways and parking lots within and/or adjacent to the boundaries of the proposed District; and,
5. Certain grading, drainage, pavement, curbing, gutters, sidewalks, storm water facilities, structures (including any architectural treatments related thereto), signage, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation, or

other similar or related infrastructure or improvements in connection with items 1 through 4 above.

The projects listed above will not be merged into the state highways and transportation system. Section 238.225 of the TDD Act, therefore, vests the City as the applicable “local transportation authority” to approve this Transportation Project. Prior to construction or funding of the Transportation Project, the City must approve said Project and enter into a mutually acceptable agreement regarding its development and future maintenance.

COMMENTS: This Ordinance will approve the Transportation Project funded by the TDD and authorize the City Manager to execute a Transportation Project Agreement between the City, TDD, and Developer.

The Developer, at its cost, shall construct the Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. Upon completion, the Developer shall grant an easement to the TDD providing for public use of the shopping center parking lot for the entirety of its useful life.

The Southern Hills Shopping Center was originally constructed in the early 1960s, prior to the adoption of the City’s current Zoning Ordinance, and therefore, does not conform to the landscaping and bufferyard requirements contained therein. In the interest of promoting quality of place and maximizing the public benefit that will be derived from the Transportation Project, the Developer has agreed to improve onsite landscaping and screening, particularly along the street frontages, as well as along the edges of the site that abut existing single-family residential dwellings. These improvements are contained in a landscape plan that is attached as an exhibit to the Transportation Agreement and incorporated therein.

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Southern Hills Shopping Center TDD Transportation Project Agreement_ord
2. Exh A - Project Agreement
3. Exh B- BP

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 05-30-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-146

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Transportation Project and associated Transportation Project
2 Agreement between the City of Springfield, Southern Hills
3 Shopping Center Transportation Development District, Southern
4 Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and
5 authorizing the City Manager, or his designee, to execute the
6 Transportation Project Agreement on behalf of the City of
7 Springfield. (Staff recommends approval.)
8 _____
9

10 WHEREAS, Southern Hills Investment Trust, LLC, and Southern Hills Plaza,
11 LLC, ("Developers") are renovating the Southern Hills Shopping Center, which is
12 generally located along the south side of the 2900 block of East Sunshine Street near
13 the southeast corner of East Sunshine Street and South Woodward Avenue; and
14

15 WHEREAS, the Developers filed a petition in the Circuit Court of Greene County,
16 Missouri ("Court"), for the formation of the Southern Hills Shopping Center
17 Transportation Development District ("District"), pursuant to the Transportation
18 Development District Act, Section 238.200 through 238.275, RSMo ("TDD Act"), to fund
19 various parking lot improvements associated with the renovations ("Transportation
20 Project"); and
21

22 WHEREAS, the District, formed on December 20, 2022, by order of the Court, is
23 a political subdivision of the State of Missouri and is transacting business and exercising
24 powers granted to it pursuant to the TDD Act; and
25

26 WHEREAS, the District, upon approval and adoption of a resolution by the Board
27 of Directors of the District, may impose a sales tax within the District for the purpose of
28 funding the Transportation Project; and
29

30 WHEREAS, because the Transportation Project will not be merged into the state
31 highways and transportation system, approval of the Transportation Project vests with
32 the City as the local transportation authority pursuant to 238.225 RSMo; and
33

34 WHEREAS, the City, the Developers, and the District desire to establish their
35 relationship regarding development and future maintenance of the Transportation
36 Project.

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

40
41 Section 1 – The Transportation Project and Transportation Project Agreement,
42 which is attached hereto and incorporated herein by reference as “Exhibit A,” are
43 approved.

44
45 Section 2 – The City Manager, or his designee, is hereby authorized to execute
46 the Transportation Project Agreement, which shall be substantially in the form and
47 content as “Exhibit A,” with such changes therein as shall be approved by the City
48 Manager, or his designee, and the City Attorney.

49
50 Section 3 – This Ordinance shall be in full force and effect from and after its
51 passage.

52
53 Passed at meeting: _____

54
55 _____
56 Mayor

57
58 Attest: _____, City Clerk

59
60 Filed as Ordinance: _____

61
62 Approved as to form: Jill Bennis, Assistant City Attorney

63
64
65 Approved for Council action: Jason A. Hays City Manager
66

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and among the **SOUTHERN HILLS SHOPPING CENTER TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision and transportation development district duly organized and existing under the laws of the State of Missouri (the “TDD”), **SOUTHERN HILLS INVESTMENT TRUST, LLC**, a Missouri limited liability company and **SOUTHERN HILLS PLAZA, LLC** (collectively, the “Developers”), and the **CITY OF SPRINGFIELD, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

RECITALS

A. On June 14, 2022, Developers filed a Unanimous Petition for Formation of a Transportation Development District with the Circuit Court of Greene County, Missouri (the “TDD Petition”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, RSMo., as amended (the “TDD Act”).

B. The TDD Petition describes a transportation project (as further described in the TDD Petition, the “Transportation Project”).

C. The Developers have an interest in the Transportation Project;

D. The TDD shall acquire from the Developers an interest in all or a portion of the Transportation Project.

E. The City, the Developers, and the TDD desire to enter into this Agreement in order to: (i) memorialize the agreement by and among the City, acting in its capacity as local transportation authority (as defined in the TDD Act), the TDD, and the Developers regarding development and future maintenance of the Transportation Project; and (ii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the Transportation Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD, the Developers, and the City hereby agree as follows:

SECTION 1. DEFINITIONS. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

- (a) **Additional Landscaping.** Landscaping and other improvements as set forth in the Architectural Landscape Plan and Architectural Site Plan, which are attached and incorporated into this Agreement as Exhibit B, in addition to the landscaping set forth in the Architectural Landscaping Plan for the Southern Hills Shopping Center (project No. 20092) dated March 1, 2022 and approved by the City on September 15, 2022 (the “Approved Plan”).

- (b) **TDD Transfer Document.** That certain Temporary Easement and Maintenance Agreement entered into between the Developers , as owners of the Transportation Project, and the TDD, as may be amended from time to time by the parties thereto, in the form attached hereto as Exhibit A.
- (c) **Term.** The period commencing on the date of execution of the TDD Transfer Document and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of (i) twenty (20) years from the date of the last signature on the TDD Transfer Document, which is the end of the reasonably expected useful life of the Transportation Project, as determined by an engineer qualified to provide engineering services in the State of Missouri (the “End of Life Date”; or (ii) the satisfaction of the TDD Obligations, as defined in Section 5 below, or abolishment of the TDD, whichever occurs first (the “Abolishment Date”).

SECTION 2. APPROVAL OF THE TRANSPORTATION PROJECT. The City, as the applicable local transportation authority under the TDD Act, hereby approves the Transportation Project as set forth in Section 238.225.3 of the TDD Act.

SECTION 3. CONSTRUCTION AND MAINTENANCE OF THE TRANSPORTATION PROJECT.

- (a) **Construction.** The Developers shall construct the Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. The Developers shall be responsible for obtaining all permits, approvals and authorizations required by any federal, state or local authority for the construction of the Transportation Project (and the approval provided in **Section 2** above shall not be construed as excusing the Developers from obtaining any permit, authorization or approval required by the City’s municipal code). In addition to improvements set forth in the Approved Plan, the Developers shall install the Additional Landscaping.
- (b) **Operating and Maintenance.** Except as otherwise provided in the TDD Transfer Document, the Developers (or their successors in title) shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using that part of the Transportation Project located on such Developers’ property, or any part thereof, including without limitation the payment of all expenses required for the operation of the Transportation Project, and including, without limitation, payment of any real or personal property taxes.

SECTION 4. TRANSFER OF EASEMENT RIGHTS CONCERNING THE TRANSPORTATION PROJECT.

- (a) **TDD Transfer Document.** Upon completion of the Transportation Project, the Developers (or their successors in title) shall enter into the TDD Transfer Document granting the TDD an easement in the Transportation Project for the purpose of providing for public use of the Transportation Project until the End of Life Date, subject to reasonable time, manner and place restrictions.
- (b) **City Transfer.** In the event the Abolishment Date is before the End of Life Date, the City and the TDD agree to execute an Assignment in form mutually agreeable to the parties immediately upon the Abolishment Date, by which the TDD will transfer to the City its interest in the Transportation Project for the remaining Term (the "**Assignment**"). The

TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment shall constitute the transfer of control and ownership of the Transportation Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD and/or the Developers (or their successors in title) shall, on behalf of the City, continue to perform all maintenance of the Transportation Project even after such transfer, in accordance with Section 3(b) hereinafter.

SECTION 5. FUNDING OF THE TRANSPORTATION PROJECT. The Developers shall advance all costs of constructing the Transportation Project and the Additional Landscaping. The TDD shall reimburse the Developers for such costs, up to a maximum of \$2,893,385.49, from the TDD's sales tax revenues (as they are generated) or through the issuance of notes, bonds or other obligations payable from the TDD's sales tax revenues (the "**TDD Obligations**"). Notwithstanding anything to the contrary herein, the Developers shall not be entitled to any reimbursement until (a) the TDD verifies to its reasonable satisfaction that the costs to be reimbursed have been incurred, (b) the Developers has certified in writing that it has substantially completed the Transportation Project and the Additional Landscaping, and (c) the parties have entered into the TDD Transfer Document.

SECTION 6. INDEMNIFICATION AND RELEASE. To the extent permitted by law, the TDD and the Developers agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (a) the acquisition of the Transportation Project, and any transaction or activity resulting from this Agreement; (b) the location of hazardous wastes, hazardous materials or other environmental contaminants located within the TDD; and (c) the negligence or willful misconduct of the Developers, the TDD or their respective employees, agents or independent contractors in connection with the management and acquisition of the Transportation Project. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

SECTION 7. MISCELLANEOUS.

- (a) **Representations and Warranties of the TDD.** The TDD hereby represents and warrants that: (a) the TDD is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the TDD; and (c) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.
- (b) **Representations and Warranties of the Developers.** The Developers hereby represent and warrant that: (a) the Developers are authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing bodies of the Developers; and (c) this Agreement is binding upon, and enforceable against the Developers, in accordance with its terms.
- (c) **Representations and Warranties of the City.** The City hereby represents and warrants that: (a) the City is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the City; and (c) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.
- (d) **Applicable Law and Venue.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, 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.

- (e) **Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Developers in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No shareholder, agent, employee or representative of the Developers shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
- (f) **Entire Agreement; Amendment.** This Agreement shall be amended only in writing and effective when executed by the City, the Developers and the TDD.
- (g) **Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.
- (h) **Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Transportation Project Agreement to be executed as of the date first written above.

**SOUTHERN HILLS SHOPPING CENTER
TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairman

SOUTHERN HILLS INVESTMENT TRUST, LLC

By: _____
Name: _____
Title: _____

SOUTHERN HILLS PLAZA, LLC

By: _____
Name: _____
Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: _____
Title: _____

Approved as to Form

Assistant City Attorney

EXHIBIT A

Space Above for Recorder's Use Only

TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT

THIS TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) made and entered into as of the ____ day of _____, 202____ (the “**Effective Date**”), by and among Southern Hills Investment Trust, LLC and Southern Hills Plaza, LLC (collectively, “**Owner**” and “**Grantor**”), and **THE SOUTHERN HILLS SHOPPING CENTER TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri, with an address of _____ (“**District**” and “**Grantee**”).

RECITALS

A. Owner is the owner of certain real property located at the Southeast corner of East Sunshine and South Woodward Avenue in the City of Springfield, Missouri, more particularly described on Exhibit A (the “**Property**”).

B. On December 20, 2022, the Circuit Court of the Greene County, Missouri, issued a Judgment and Order (the “**Order**”) which established the District as a political subdivision pursuant to and in accordance with Sections 238.200 to 238.280 of Revised Statutes of Missouri, as amended (the “**TDD Act**”) for the sole purpose of financing certain transportation improvements (as defined in the Order) (the “**Transportation Project**”).

C. The Owner, the District and the City of Springfield are parties to that certain Transportation Project Agreement (the “**TPA**”), whereby the Owner agreed that, upon completion of the Transportation Project, the Owner would grant an easement to the District for the purpose of providing for public use of the Transportation Project for its useful life, subject to reasonable time, manner and place restrictions.

D. As the Transportation Project is complete, Owner desires to grant to the District a non-exclusive easement to use the Transportation Project, as described on Exhibit B (the “**Easement Area**”), for the uses set forth herein, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and the District hereby agree as follows:

Section 1. Grant of Easement.

(a) Subject to the terms of this Agreement, Owner hereby grants, gives and conveys to the District a non-exclusive right, privilege and easement to use the Easement Area (the “**Easement**”) for the purposes of ingress and egress, public travel and parking of vehicles, for the Term set forth in Section 2 below.

(b) The parties hereto agree as follows with respect to the use of the Easement Area:

(i) For the entire Term, the general public, including the patrons and employees of the businesses operating within the boundaries of the District shall have unlimited, unrestricted access to the Easement Area;

(ii) Overnight parking shall be prohibited;

(iii) No person shall park a vehicle on the Easement Area for the principal purpose of repairing such vehicle except such repairs necessitated by an emergency;

(iv) No person shall park any vehicle on the Easement Area in such a manner or under such conditions as to obstruct or impair the free movement of vehicular traffic except as necessitated by an emergency;

(v) Vehicles are only permitted on portions of the Easement Area being used for drive aisles and parking areas; vehicles are not permitted on any other portions of the Easement Area, including sidewalks, paths, and landscaped areas.

(c) No charge to the public shall be made by the Owner or the District for the use of the Easement Area pursuant to the Easement described in this Agreement.

(d) The Owner expressly reserves all rights which are not inconsistent with the use and enjoyment of the Easement Area as described in this Section.

(e) The Owner and the District shall cooperate and use reasonable efforts to cause all members of the general public who utilize the Easement Area to follow all reasonable and uniform rules established by or on behalf of the Owner with respect to the Easement Area from time to time.

Section 2. Term.

(a) This Agreement will commence upon the effective date hereof and will continue until the end of the calendar month that includes that date that is the later of (the “**Term**”) (i) twenty (20) years from the date of the last signature on the TDD Transfer Document, which is the end of the reasonably expected useful life of the Transportation Project, as determined by an engineer qualified to provide engineering services in the State of Missouri (the “**End of Life Date**”); or (ii) the satisfaction of the TDD Obligations, as defined in Section 5 below, or abolishment of the TDD, whichever occurs first (the “**Abolishment Date**”).

(b) In accordance with Section 4(b) of the TPA, in the event the Abolishment Date is before the End of Life Date, the TDD shall transfer to the City its rights, title, and interest in and to this Easement for the remaining Term. The parties agree that such transfer shall constitute the transfer of control and ownership of the Transportation Project as required pursuant to Section 238.275 of the TDD Act.

Section 3. Taxes. During the Term of this Agreement, the Owner shall be solely and fully responsible for the payment of all ad valorem real property taxes assessed against the Easement Area.

Section 4. Maintenance by Owner.

(a) Owner shall perform, or cause to be performed, at owner's expense, all obligations connected with or arising out of owning, occupying or using the Easement Area and the Transportation Project, including all paving, snow and debris removal, or other necessary maintenance to make the Easement Area safe and usable.

(b) If at any time Owner shall, in the reasonable judgment of the District, fail to properly perform its obligations under this Section, the District may, upon thirty (30) days' prior written notice to the Owner (or, if such failure cannot be cured during such thirty (30) day period, then after expiration of such period as is reasonable and necessary to complete such cure provided the Owner has commenced and diligently pursued such cure prior to the expiration of such 30-day period), arrange for the performance of such maintenance and replacement, if necessary, of the Easement Area, including all paving, snow and debris removal, or other necessary maintenance as the District reasonably deems necessary to make the Easement Area safe and usable. The Owner shall promptly reimburse the District, as applicable, for all reasonable costs and expenses of such maintenance and replacement, upon receipt of an invoice for the same.

Section 5. Damage and Repair. If, during the Term, the Easement Area is damaged by fire, casualty or other cause, Owner shall, at no cost and expense to the District, and with all reasonable diligence, cause the repair or replacement of the damaged portion of the Easement Area to the same condition as existed previously. Owner shall have the right to discontinue operating the Easement Area for public use on a temporary basis to the extent it reasonably deems necessary to comply with applicable law or as necessary for the safe and orderly reconstruction thereof. To the extent available, insurance proceeds shall be applied to such repairs or replacements.

Section 6. Miscellaneous Provisions.

(a) The parties agree to take such reasonable actions as may be necessary to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

(b) This Agreement will be governed and construed in accordance with the laws of the state of Missouri.

(c) This Agreement constitutes the entire agreement of the parties with respect to those matters contained herein. This Agreement shall be amended only in writing and effective when signed by all parties hereto.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(e) In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties would not have entered into the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

(f) No official agent, employee, representative, or consultant of Owner or the District shall be personally liable to any other party to this Agreement in the event of any default or breach

by Owner or District under this Agreement or for any amount which may become due or with respect to any obligation under this Agreement.

(g) Any notice, demand or other communication required by this Agreement to be given by one party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally. Notices shall be sent to the parties at the addresses first set forth above, provided that any party may change its address for notices by written notice to the other parties in conformance with this paragraph.

(h) The failure of a party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

(i) The terms and provisions of this Agreement shall run with the Property and the Easement Area and shall be binding upon the successors and assigns of the parties hereto. Upon transfer of ownership of the Property, or a portion thereof, by the Owner, Owner's successor shall succeed to all obligations of the Owner hereunder with respect to the portion or portions of the Property so acquired by such successor, and Owner shall be relieved of any obligations accruing after the date of such transfer with respect to the portion or portions of the Property transferred by Owner.

[SIGNATURE PAGES FOLLOW]

**THE SOUTHERN HILLS SHOPPING
CENTER TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this ____ day of _____, 202____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the MAYOR of the CITY OF SPRINGFIELD, MISSOURI, a Charter City, and that said instrument was signed on behalf of said City by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My appointment expires:

SOUTHERN HILLS INVESTMENT TRUST, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this ____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is AN AUTHORIZED SIGNATORY of SOUTHERN HILLS INVESTMENT TRUST, LLC, a limited liability company of the State of Missouri, and that said instrument was signed by him on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My appointment expires:

SOUTHERN HILLS PLAZA, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this ____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is AN AUTHORIZED SIGNATORY of SOUTHERN HILLS PLAZA, LLC, a limited liability company of the State of Missouri, and that said instrument was signed by him on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My appointment expires:

Exhibit A
Property

Parcel 1:

BEGINNING AT THE EAST LINE OF WOODWARD AVENUE AND THE SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) AS NOW ESTABLISHED; THENCE EAST ALONG SAID SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) A DISTANCE OF 291.94 FEET TO AN IRON PIN; THENCE SOUTH ON A LINE PERPENDICULAR TO THE SAID SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) A DISTANCE OF 575.35 FEET TO AN IRON PIN ON THE NORTH LINE OF BLOCK "B-B" SOUTHERN HILLS OF SPRINGFIELD, A SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE WEST ALONG SAID NORTH LINE OF BLOCK "B-B" OF SAID SOUTHERN HILLS OF SPRINGFIELD A DISTANCE OF 274.19 FEET TO AN IRON PIN ON THE EAST LINE OF BLOCK "K" OF SAID SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK "K" AND WOODWARD AVENUE A DISTANCE OF 573.0 FEET TO SAID BEGINNING POINT, ALL BEING A PART OF NE ¼ OF THE NW ½ OF SECTION 33, T-29-N, R-21-W, IN GREENE COUNTY, MISSOURI, AND CONTAINING APPROXIMATELY 3.373 ACRES.

SUBJECT TO ALL COVENANTS AND EASEMENTS OF RECORD AND SUBJECT TO THE OBLIGATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN CONTRACT, DATED THE 17TH DAY OF AUGUST, 1961, BY AND BETWEEN SUNSHINE DEVELOPMENT COMPANY, A MISSOURI CORPORATION, AS FIRST PARTY THERETO, AND CONSUMERS INVESTMENT COMPANY, A MISSOURI CORPORATION, AS SECOND PARTY.

Parcel 2:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) AND THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-THREE (33), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT ONE (1) OF SOUTHERN HILLS BLOCK "BB", AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89° 17'09"EAST AND ALONG THE NORTH LINE OF SAID SOUTHERN HILLS BLOCK "BB", 276.24 FEET FOR A NEW POINT OF BEGINNING; THENCE NORTH 00°03'17"EAST, 560.31 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE NORTH 89°59'00"EAST AND ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET), 457.11 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°29'51"EAST 199.79 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 89°48'23"EAST, 219.83 FEET TO AN EXISTING IRON PIN; THENCE NORTH 01°31'39"WEST, 200.00 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE NORTH 88°30'20"EAST AND ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET), 24.46 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SOUTHERN VIEW ADDITION, AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 01° 39'16"EAST AND ALONG THE WEST LINE OF SAID SOUTHERN VIEW ADDITION, 569.72 FEET; THENCE NORTH 89°17'09"WEST AND ALONG THE SAID NORTH LINE OF SOUTHERN HILLS BLOCK "BB", 718.32 FEET TO THE NEW POINT OF BEGINNING, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.



Parcel 1: PARID:1233201003, Address: 2900 E. Sunshine St.

Parcel 2: PARID:1233201051, Address: 2920 - 3014 E. Sunshine St.

Exhibit B
Easement Area

Those portions of the Property consisting, from time to time, of driveways, drive aisles, parking areas, sidewalks, and excluding at all times, portions of the Property occupied, from time to time, by buildings.

EXHIBIT B

Exhibit B

SITE PLAN KEYNOTES	
#	DESCRIPTION
101	ASPHALT OVERLAY AND PARKING STRIPPING - SEE CIVIL
102	HEAVY DUTY ASPHALT DRIVE LANES - SEE CIVIL
103	EXISTING CONCRETE APRON TO REMAIN
104	NEW TENANT MAIL BOX - BY OWNER
105	MONUMENT SIGN BY SIGN CONTRACTOR - SEE MEP
107	PROMENADE POLE LIGHT AND BENCH
108	PARKING LOT LIGHT POLES
112	EXISTING STORM WATER INLET TO REMAIN
113	PROMENADE BIOSWALE TO EXISTING STORM WATER SYSTEM - SEE CIVIL
118	PREP FOR PRIMER AND PAINT OF EXISTING REAR ACCESS DOORS.
119	BIKE RACK - REF SITE DETAILS
120	NEW CONCRETE SIDEWALK - SEE CIVIL
121	6'-0" TALL TREATED WOOD DUMPSTER ENCLOSURE TO MATCH EXISTING PRIVACY FENCE - PROVIDE 6" CONC. FILLED BOLLARDS AT CORNERS OF ENCLOSURE - PRIME & PAINT BOLLARDS
122	REPAIR PRIVACY FENCE AS REQUIRED TO MAINTAIN BUFFER SCREENING

PARKING REQUIREMENTS

PER THE CITY CODE OF THE CITY OF SPRINGFIELD, MISSOURI, ARTICLE III, DIVISION 5, SECTION 36-455(2)(b), OFF-STREET PARKING REGULATIONS FOR BUSINESS AND COMMERCIAL USES:

FOR BARBER SHOPS AND BEAUTY PARLORS, FIVE PARKING SPACES ARE REQUIRED FOR EACH TWO CHAIRS.

HUDSON HAWK: FOUR BARBER CHAIRS (PER WEBSITE)
PARKING SPACES REQUIRED: 10
PARKING SPACES PROVIDED: 13
ACCESSIBLE PARKING SPACES REQUIRED: 1
ACCESSIBLE PARKING SPACES PROVIDED: 2

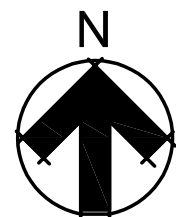
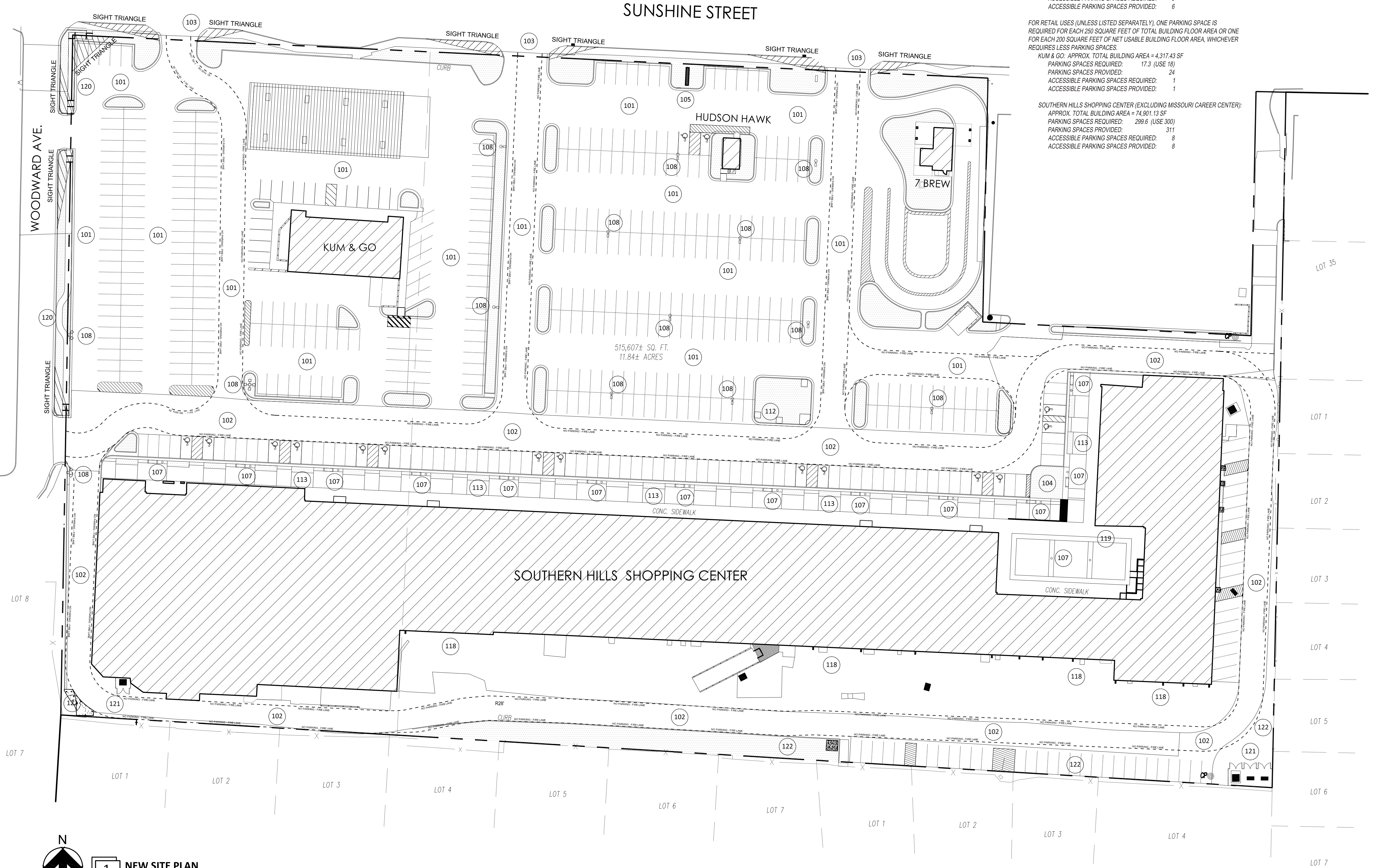
FOR BUSINESS OR PROFESSIONAL OFFICES AND PUBLIC ADMINISTRATION BUILDINGS (EXCEPT MEDICAL AND DENTAL OFFICES), ONE PARKING SPACE IS REQUIRED FOR EACH 350 SQUARE FEET OF TOTAL BUILDING FLOOR AREA OR, ALTERNATIVELY, ONE SPACE PER EMPLOYEE PLUS TEN PERCENT ADDITIONAL SPACES PLUS ONE SPACE FOR EACH VEHICLE KEPT ON THE PREMISES FOR THE BUSINESS.

MISSOURI CAREER CENTER: APPROX. TOTAL BUILDING AREA = 40,551.76 SF
PARKING SPACES REQUIRED: 115.9 (USE 116)
PARKING SPACES PROVIDED: 157
ACCESSIBLE PARKING SPACES REQUIRED: 6
ACCESSIBLE PARKING SPACES PROVIDED: 6

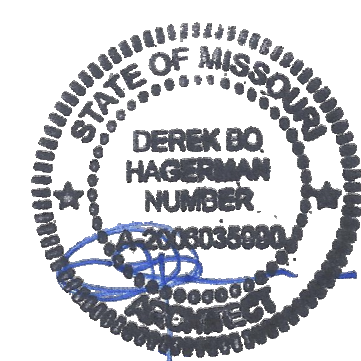
FOR RETAIL USES (UNLESS LISTED SEPARATELY), ONE PARKING SPACE IS REQUIRED FOR EACH 250 SQUARE FEET OF TOTAL BUILDING FLOOR AREA OR ONE FOR EACH 200 SQUARE FEET OF NET USABLE BUILDING FLOOR AREA, WHICHEVER REQUIRES LESS PARKING SPACES.

KUM & GO: APPROX. TOTAL BUILDING AREA = 4,317.43 SF
PARKING SPACES REQUIRED: 17.3 (USE 18)
PARKING SPACES PROVIDED: 24
ACCESSIBLE PARKING SPACES REQUIRED: 1
ACCESSIBLE PARKING SPACES PROVIDED: 1

SOUTHERN HILLS SHOPPING CENTER (EXCLUDING MISSOURI CAREER CENTER):
APPROX. TOTAL BUILDING AREA = 74,901.13 SF
PARKING SPACES REQUIRED: 298.6 (USE 300)
PARKING SPACES PROVIDED: 311
ACCESSIBLE PARKING SPACES REQUIRED: 8
ACCESSIBLE PARKING SPACES PROVIDED: 8



1
A0.04
NEW SITE PLAN
1" = 40'-0"



Derek B. Hagerman: License # AR 10401
Expiration Date: DECEMBER 31, 2023

THE SEAL AND SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

CLIENT INFORMATION:
THE WOOTEN COMPANY
1675 E. SEMINOLE ST.
SPRINGFIELD, MO 65804

PROJECT NAME:
SOUTHERN HILLS SHOPPING CENTER

2932 E. SUNSHINE ST.
SPRINGFIELD MO, 65804

SHEET NAME:
ARCHITECTURAL SITE NEW



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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

REV. #	DATE	DESCRIPTION
1	3.21.2022	ADDENDUM NO. 1
2	7.13.2022	ADDENDUM NO. 2
4	1.20.2023	ADDENDUM NO. 4

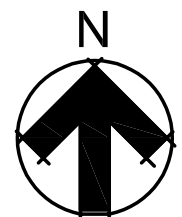
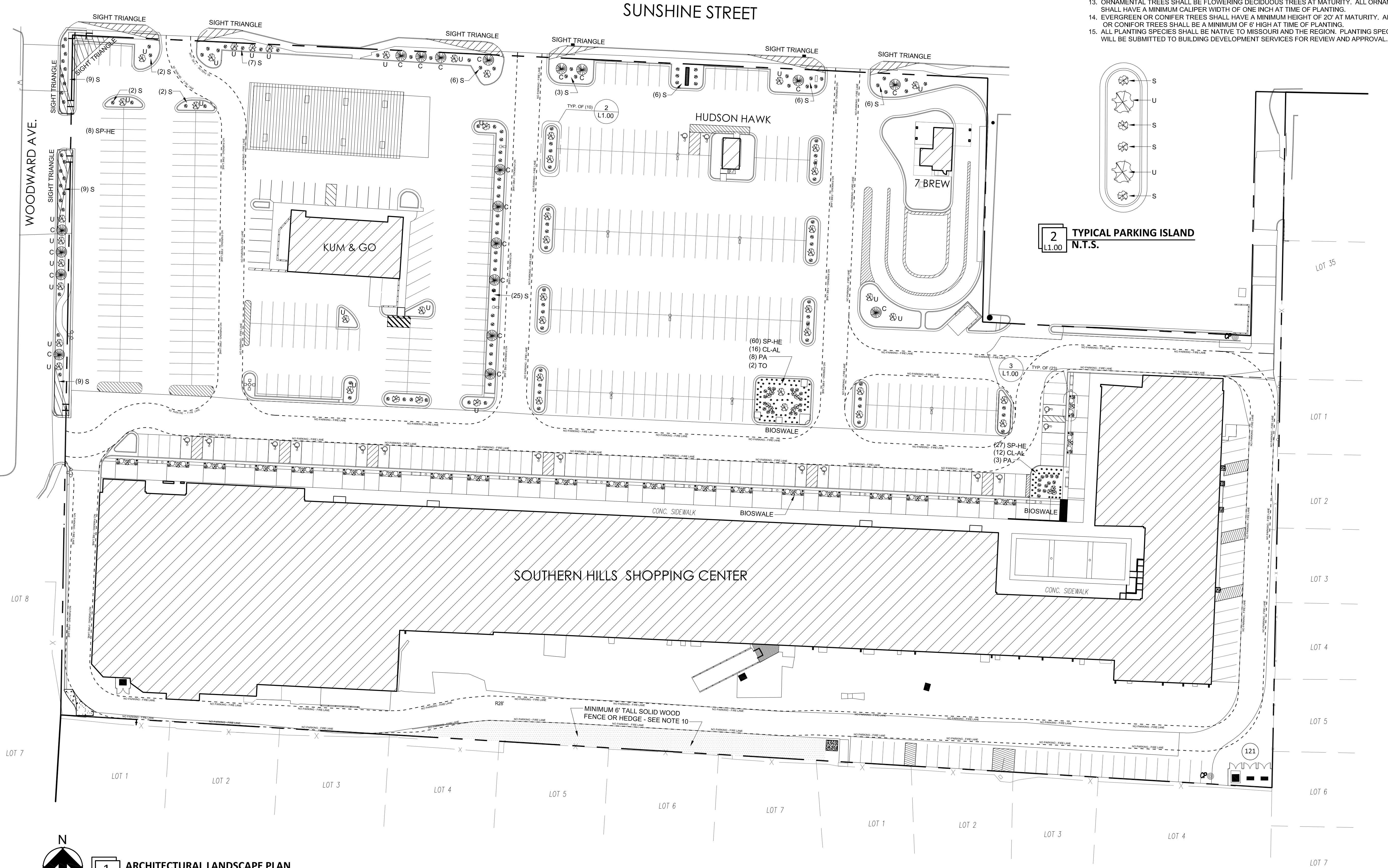
PROJECT NUMBER: 20092

RELEASE DATE: March 01, 2022

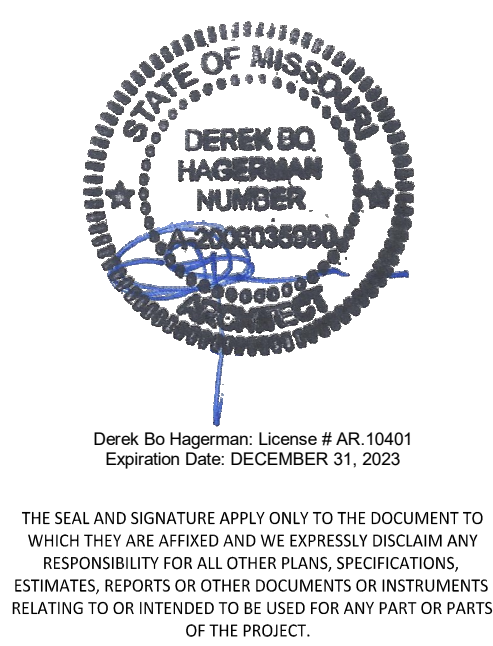
A0.04

BIOSWALE PLANT SCHEDULE					
SYM	BOTANICAL NAME	COMMON NAME	SIZE	METHOD	COMMENTS
AS-IN	ASCLEPIAS INCARNATA	SWAMP MILKWEED		CONTAINER	
RU-FU	RUDEBECKIA FULGIDA VAR. SPECIOSA	SHOWY BLACK-EYED SUSAN		CONTAINER	
AS-TU	ASCLEPIAS TUBEROSA	BUTTERFLY WEED		CONTAINER	
BA-AU	BAPTISIA AUSTRALIS	WILD BLUE INDIGO		CONTAINER	
SP-HE	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED		CONTAINER	
CL-AL	CLETHERA ALNIFOLIA	SUMMERSWEET	18-24" HT.	CONTAINER	
	PANICUM VIRGATUM	SWITCHGRASS-SHENANDO	1 GAL.	CONTAINER	
PLANTING KEY NOTES					
C = CANOPY TREE - SEE PLANTING GENERAL NOTES					
U = UNDERSTORY TREE - SEE PLANTING GENERAL NOTES					
S = SHRUB - SEE PLANTING GENERAL NOTES					
H = HEDGE - SEE PLANTING GENERAL NOTES					

- PLANTING GENERAL NOTES
- ALL PLANTS SHALL BE GUARANTEED FOR ONE FULL YEAR FROM THE SUBSTANTIAL COMPLETION.
 - VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION AND IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
 - VERIFY THE LOCATION OF ALL UTILITIES INCLUDING SANITARY AND STORM SEWER + ROOF DRAINS PRIOR TO BEGINNING CONSTRUCTION.
 - ALL WORK PERFORMED SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE CODES, STANDARDS, AND ORDINANCES.
 - ALL PLANTING AREAS MUST BE FREE OF ALL WEEDS AND DEBRIS BEFORE PLANTING, SODDING, AND/OR SEEDING.
 - PROVIDE AND INSTALL LOCALLY AVAILABLE LEAF MULCH AROUND THE BASE OF ALL TREES, SHRUBS, AND PERENNIAL/ORNAMENTAL GRASS BEDS.
 - DEWITT WEED BARRIER - 20 YR WOVEN OR EQUAL, AT 3" BASE OF 2" LOCALLY SOURCED DECORATIVE LANDSCAPE RIVER ROCK LAYER.
 - REPAIR GRADE & SEED EXISTING LANDSCAPE AREAS IMPACTED BY CONSTRUCTION.
 - ALL SHRUBS SHALL BE A MINIMUM OF 18" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
 - HEDGES, WHERE INSTALLED FOR SCREENING, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WHICH WILL BE AT LEAST 3' HIGH IN ONE YEAR AFTER TIME OF PLANTING.
 - CANOPY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF 30' AT MATURITY. ALL CANOPY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE AND ONE-HALF INCHES AT TIME OF PLANTING.
 - UNDER-STORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF LESS THAN 30' AT MATURITY. ALL UNDER-STORY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.
 - ORNAMENTAL TREES SHALL BE FLOWERING DECIDUOUS TREES AT MATURITY. ALL ORNAMENTAL TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.
 - EVERGREEN OR CONIFER TREES SHALL HAVE A MINIMUM HEIGHT OF 20' AT MATURITY. ALL EVERGREEN OR CONIFER TREES SHALL BE A MINIMUM OF 6' HIGH AT TIME OF PLANTING.
 - ALL PLANTING SPECIES SHALL BE NATIVE TO MISSOURI AND THE REGION. PLANTING SPECIES WILL BE SUBMITTED TO BUILDING DEVELOPMENT SERVICES FOR REVIEW AND APPROVAL.



1 L1.00 ARCHITECTURAL LANDSCAPE PLAN
1" = 40'-0"



CLIENT INFORMATION:
THE WOOTEN COMPANY
1675 E. SEMINOLE ST.
SUITE B
SPRINGFIELD, MO 65804

PROJECT NAME:
SOUTHERN HILLS SHOPPING CENTER
2932 E. SUNSHINE ST.
SPRINGFIELD MO, 65804

SHEET NAME:
ARCHITECTURAL LANDSCAPE PLAN



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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

REV. #	DATE	DESCRIPTION
1	3.21.2022	ADDENDUM NO. 1
2	7.13.2022	ADDENDUM NO. 2
4	1.20.2023	ADDENDUM NO. 4

PROJECT NUMBER: 20092
RELEASE DATE: March 01, 2022

L1.00



EXPLANATION TO COUNCIL BILL 2023-150 (LEE)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A general ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current state law.

PURPOSE: To amend the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid license taxes to comply with current state law.

BACKGROUND INFORMATION: Currently, short-term rentals are not included in Chapter 70, 'Licenses, Permits, and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels, and Tourist Courts.' of the Springfield City Code. This Ordinance amends the City code to incorporate short-term rentals into this section per the voters' approval in the April 2023 election. This Ordinance also amends the use of funds collected through this tax by replacing the use of funds previously voted in the February 1998 and February 2004 elections with the revised use of funds stated in the April 2023 election. Finally, this Ordinance amends the penalty provisions on unpaid license taxes to comply with state law, which pre-empts the City Code on such provisions.

The proposed amendments to Chapter 70, Licenses, Permits, and Miscellaneous Business Regulations, Article V, Hotels, Motels, and Tourist Courts of the Springfield City Code are as follows:

- Section 70-261, Definitions: eliminating the eight bedroom requirement and by revising definitions to include short-term rental in "Any structure or building, under one management, which contains rooms furnished for the accommodation or lodging of guests" and the Transient guest definition.

- Section 70-262, Levy of tax: eliminating the minimum monthly license tax of \$5.00, and including short-term rental in the following areas:
 1. License requirement and owner's permission granted to licensee;
 2. Payment of 5% tax in addition to all other applicable license taxes.
- Section 70-266(a): Penalty on unpaid tax: eliminating the City's penalty schedule to reflect state pre-emption of such penalties and interest through 71.625(2), RSMo., and including reference to applicable interest and penalty provisions of 144.170 and 144.250, RSMo.
- Section 70-266 (d), Lien allowed: including short-term rental in lien placed upon the land where such hotel, motel, or tourist court is located.
- Section 70-267: Use of tax revenue; revising use of funds collected as follows:
 1. Forty-seven percent of the tax proceeds shall be used to promote travel and tourism;
 2. Four and one-half percent of the tax proceeds shall be used to attract and host sporting events;
 3. Four and one-half percent of the tax proceeds shall be used to support the arts and cultural tourism; and
 4. The balance of the tax proceeds shall be used to pay debt service for bonds issued under the prior license tax and to fund capital improvements, including by issuing and paying debt service for bonds, to attract travel and tourism.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Lodging Tax Code Update

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 05-30-23

Sponsored by Lee

First Reading _____

Second Reading _____

COUNCIL BILL 2023-150

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 70, 'Licenses, Permits and
2 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and
3 Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of
4 tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and
5 Section 70-267 'Use of tax revenue' to incorporate changes to the
6 license tax on hotels, motels, and tourist courts approved by voters in
7 the General Municipal Election held on April 4, 2023, and to update the
8 City's penalty provisions for unpaid or delinquent license taxes to
9 comply with current state law.

10
11
12 WHEREAS, in 1979, prior to Missouri's adoption of the Hancock Amendment, the
13 City adopted by ordinance a license tax for hotels, motels, and tourist courts based on
14 gross receipts; and

15
16 WHEREAS, in 1998 and 2004, voters authorized increasing the license tax by
17 two and one-half percent and one-half percent respectively, so that since 2004, the
18 license tax has totaled five percent; and

19
20 WHEREAS, the 1998 increase of two and one-half percent was authorized to be
21 used to develop Jordan Valley Park and other specified projects and will expire when
22 bonds issued to fund Jordan Valley Park and those projects have been repaid; and

23
24 WHEREAS, the 2004 increase was authorized to be used to attract sporting
25 events and conventions and to retain a tourist information center; and

26
27 WHEREAS, the continuation of the tax at the amount currently leveled, five
28 percent, and refinement of the uses of the tax would be beneficial; and

29
30 WHEREAS, City Council submitted the question of repealing the existing license
31 tax and replacing it with a new consolidated license tax to the voters at the General
32 Municipal Election held on April 4, 2023, and the voters approved this question; and
33

34 WHEREAS, the Springfield City Code, Chapter 70, 'Licenses, Permits and
35 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,'
36 must be amended to incorporate the changes approved by the voters; and
37

38 WHEREAS, Section 71.625(2), RSMo., pre-empts the City's penalty provisions
39 related to unpaid or delinquent license taxes in Section 70-266(a), and this section must
40 be amended to reflect current state law.
41

42 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – Springfield City Code, Chapter 70, 'Licenses, Permits and
46 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' is
47 hereby amended as follows:
48

49 NOTE: Language to be added is underlined, and language to be deleted is stricken.
50

51 Sec. 70-261. Definitions.
52

53 The following words, terms and phrases, when used in this article, shall have the
54 meanings ascribed to them in this section, except where the context clearly indicates a
55 different meaning:
56

57 *Hotel, motel, and tourist court, and short-term rental* mean any structure or building,
58 under one management, which contains rooms furnished for the accommodation or
59 lodging of guests, with or without meals being so provided, and kept, used, maintained,
60 advertised or held out to the public as a place where sleeping accommodations are
61 sought for pay or compensation by transient guests or permanent guests, ~~and having~~
62 ~~more than eight bedrooms furnished for the accommodation of such guests.~~
63

64 *Transient guest* means a person who occupies a room in a hotel, motel, ~~or tourist court,~~
65 or short-term rental for 31 days or less.
66

67 Sec. 70-262. Levy of tax.
68

69 No person shall engage in the business of renting, leasing or letting living quarters,
70 sleeping accommodations, rooms or a part thereof, in connection with any hotel, motel,
71 ~~or tourist court, or short-term rental~~ without first securing a license under this section or
72 having a current license under this section for such activity from the city which license
73 shall be in addition to any other license issued by the city. The license shall be issued
74 for a specific location designated in the license. If the owner of the property is not the
75 licensee the owner of the property shall grant its permission to the licensee to use the
76 property for the purpose of renting, leasing or letting living quarters, sleeping
77 accommodations, rooms or a part thereof, in connection with any hotel, motel, ~~or tourist~~
78 ~~court, or short-term rental.~~ This license shall not be transferred to a new licensee for the
79 property nor shall a license be reissued unless all outstanding license taxes required

under this article have been paid. Every person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof, in connection with any hotel, motel, ~~or tourist court, or short-term rental~~, shall pay to the city a license tax equal to five percent of the gross rental receipts derived from or paid by transient guests for sleeping accommodations. ~~The minimum license tax under this section shall be \$5.00 per monthly license.~~ This license tax shall be in addition to all other license taxes which are applicable to hotels, motels, ~~and tourist courts, and short-term rentals.~~

Sec. 70-266. Penalty and interest on unpaid tax; additional remedies.

- (a) ~~*Penalty and interest on unpaid tax.* For each and every month, or part thereof, any such license tax provided for under this article remains unpaid after the tax becomes due and payable, there shall be added to such license tax, as a penalty, ten percent of the amount of such tax for the first month or part thereof the tax is unpaid, and for each and every month thereafter two percent of the amount of such license tax shall be added until the tax is fully paid. In no case shall the total penalty exceed 30 percent of the tax. The interest provisions of section 144.170, RSMo., and the penalty provisions of 144.250, RSMo., relating to delinquent sales taxes shall apply to delinquent or unpaid taxes due from the license tax imposed in Section 70-262.~~ The director of finance (director) may require security in the nature of a bond, letter of credit, cash deposit, or other similar security in the amount of the estimated monthly payment from any person who has been delinquent in the payment of the license tax more than two times or by more than 30 days. In addition to the penalties provided in this section, any person required to pay to the city the license tax defined in this article shall be subject to all other provisions of this chapter not specifically provided for in this section or in conflict herewith.
- (b) Any person who collects from its customers the tax established pursuant to section 70-262 shall be deemed to hold such tax, license or fee in trust for the city until such time as the person collecting remits the amount collected to the city with any interest or penalties thereon. It shall be unlawful for any person to fail to remit to the city the amount collected from another person.
- (c) Any person operating or managing a business who owes any tax, penalty or interest, or is required to file any report with the director of finance shall notify the director in writing at least ten days prior to any change in the ownership or management of said business including but not limited to any sale or transfer of the entire business or the entire assets or property of the business or a major part thereof; or liquidation; or merger; or foreclosure; or termination of operating or managing agreement. Such notice shall include the name of the business, the address of the business, the name of the owner of the business, the name of the person remitting the tax at the time of the notice, the name of purchaser or transferee, and the intended date of purchase or transfer. A purchaser or transferee of such business, assets or property who takes with notice of any delinquent tax or with notice of noncompliance with this section takes subject to any tax, penalty or interest owed by the seller or transferor.

(d) *Lien allowed.* In any case in which any tax, interest or penalty imposed under this article is not paid when due, the director may file for record in the recorder's office of the county where the business giving rise to the tax, interest or penalty is located, or in which the person owing the tax, interest or penalty resides, a notice of lien specifying the amount of tax, interest or penalty due and the name of the person liable for the same. From the time of filing any such notice, the amount of the tax specified in such notice shall have the force and effect of the lien of a judgment against the person named in the notice of lien and against the personal property of the business of such person for the amount specified in such notice. There may also be from the time any tax, interest or penalty is not paid when due, a lien placed upon the land where such hotel, motel, ~~or tourist court, or short-term rental~~ is located, such lien to run with the land for the full amount of the tax, interest, and penalty owed, and in favor of the city, upon which the city may take appropriate action in accordance with law. Such liens may be released by filing for record in the office of the recorder where the liens were originally filed a release of lien executed by a duly authorized agent of the city upon payment of the tax, interest and penalty due, or upon receipt by the city of security sufficient to secure payment thereof, or by final judgment holding such liens to have been erroneously imposed.

Sec. 70-267. Use of tax revenue.

Except as otherwise provided herein, all funds collected pursuant to provisions of this article, less administrative costs, shall be used exclusively ~~to promote tourism, conventions and other related activities in the city as set forth in this section;~~ provided, however, in no event shall the charges for administrative costs exceed six percent per annum. ~~Funds collected from the increase in the tax voted on February 3, 1998, shall be deposited in a special fund created in the treasury of the city and shall be used to promote recreation, education, tourism and the local economy in order to carry out the recommendations of the Vision 20/20 Citizen's Committee and the Commission on Travel and Tourism by developing Civic Park, constructing an indoor ice facility and making capital grants available for projects to assist not-for-profit organizations who promote these activities such as the Discovery Center, the Gillioz and Landers Theaters, Dickerson Park Zoo and the American National Fish and Wildlife Museum with the tax increase to end on the last debt service payment. Funds collected from the increase in the tax voted on February 3, 2004, shall be used to attract sporting events and conventions and to retain a tourist information center.~~

Funds collected from the tax shall be used as follows:

- (a) Forty-seven percent of the tax proceeds shall be used to promote travel and tourism;
- (b) Four and one-half percent of the tax proceeds shall be used to attract and host sporting events;

(c) Four and one-half percent of the tax proceeds shall be used to support the arts and cultural tourism; and

(d) The balance of the tax proceeds shall be used to pay debt service for bonds issued under the prior license tax and to fund capital improvements, including by issuing and paying debt service for bonds, to attract travel and tourism.

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

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

Section 4 – This Ordinance shall be in full force and effect from and after July 1, 2023.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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



EXPLANATION TO COUNCIL BILL 2023-147 (HARDINGER)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the proposed Fiscal Year 2023-2024 contract ("Exhibit A"), with SCVB's Marketing Plan attached to the contract as "Exhibit 1" and SCVB's Proposed Budget for Fiscal Year 2023-2024 attached to the contract as "Exhibit 2."

SCVB will receive forty-seven percent (47%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

The SCVB's total Fiscal Year 2023-2024 budget is \$4,321,700, of which \$3,358,500 is budgeted to come from the hotel/motel gross receipts tax; \$391,400 from the private sector for advertising; \$502,000 from the Division of Tourism through a Cooperative Marketing Program; and \$69,800 from interest earnings and other miscellaneous sources.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2023-2024 Budget and the Marketing Plan.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



- Attachments:**
1. Springfield Convention and Visitors Bureau Annual Contract_ord
 2. Exhibit A- Contract Draft CVB Hotel Motel Tax FY 23 24
 3. Exhibit 1- 23.CVB.MarketingPlan.DR4.Printable
 4. Exhibit 2-FY24 Revenue Budget (002)
 5. Exhibit 2-FY24 Expense Budget (002)

One-rdg. _____
P. Hrngs. _____
Pgs. 80
Filed: 05-30-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-147

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., in an amount to
3 equal forty-seven percent (47%) of the City's proceeds from the
4 hotel/motel gross receipts tax for the purpose of promoting travel and
5 tourism within the City of Springfield.
6 _____
7

8 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB")
9 contracts annually with the City to promote economic growth by promoting attractions
10 and increasing overnight travel; and
11

12 WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023,
13 the SCVB is to receive forty-seven percent (47%) of the five percent (5%) hotel/motel
14 gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in
15 exchange for promoting travel and tourism within the City; and
16

17 WHEREAS, the City estimates that the SCVB's portion of the hotel/hotel gross
18 receipts tax for Fiscal Year 2023-2024 will be approximately \$3,358,500.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
24 an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement
25 to be substantially in the same form and content as that document attached hereto and
26 incorporated herein by this reference as "Exhibit A."
27

28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

31 Passed at meeting: _____
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45

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2023	TERMINATION DATE June 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2023-2024 and budget recommendations at a cost not to exceed forty-seven percent (47%) of the proceeds of the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2023; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. A payroll bank account will be maintained containing approximately \$75,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget, which is attached hereto and incorporated herein by reference as **Exhibit 2**.

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed forty-seven percent (47%) of the proceeds of the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of forty-seven percent (47%) of the proceeds of the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the approved budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget

categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor 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.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not

caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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 the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1



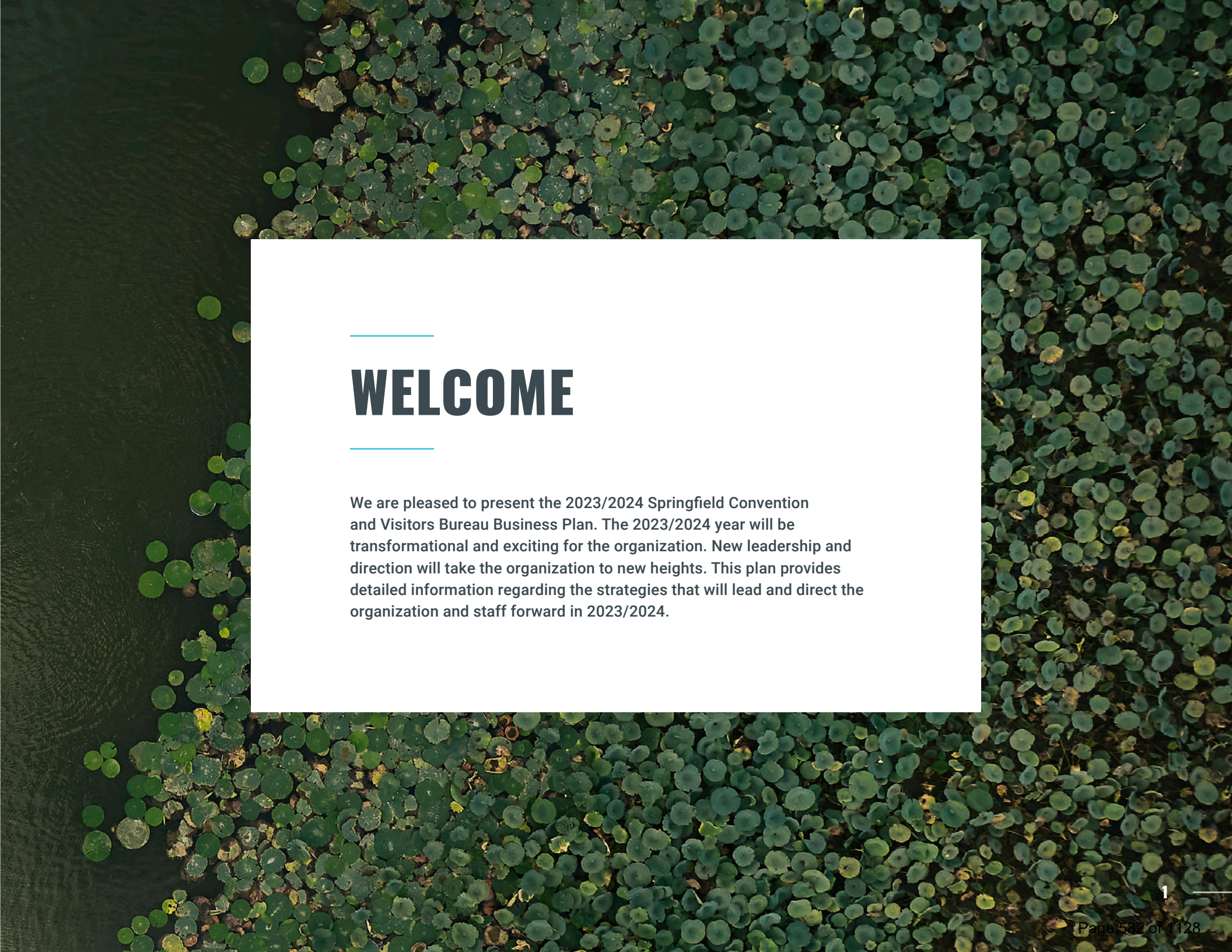
Springfield

SPRINGFIELD, MO CONVENTION AND VISITORS BUREAU
2023/2024 BUSINESS PLAN

TABLE OF CONTENTS

2	2023/2024 Plan
3	Leadership
15	Administration
21	Marketing
31	Public Relations
37	Visitor Experience
43	Sales
51	Partner Relations
57	Research & Development
63	Finance



The background of the slide is a photograph of a pond. The water is dark and calm, reflecting the surrounding greenery. Numerous lily pads are scattered across the surface, some fully open and others as buds. The lily pads are a vibrant green color, with some showing signs of aging or damage. The overall scene is peaceful and natural.

WELCOME

We are pleased to present the 2023/2024 Springfield Convention and Visitors Bureau Business Plan. The 2023/2024 year will be transformational and exciting for the organization. New leadership and direction will take the organization to new heights. This plan provides detailed information regarding the strategies that will lead and direct the organization and staff forward in 2023/2024.



2023/2024 PLAN

The plan provides an in-depth look into each department by reviewing current trends, a detailed SWOT analysis, the key strategies to achieve success, an action calendar and measurable goals.

LEADERSHIP

SECTION 1





OVERVIEW

It is an exciting time for the Springfield Convention and Visitors Bureau and the Springfield travel industry. For the first time in 36 years, the CVB has had a change in leadership. This leadership change presents an exciting and new opportunity to evaluate all areas of the organization and chart a new path for continuing success.

As we look to evolve as an organization, we will embrace change, explore new ways to collaborate with our community leadership, strengthen our advocacy efforts, push forward our Diversity, Equity and Inclusion efforts, discover new opportunities through sustainable tourism and enhance our relationships with vital travel-related partners.

Clearly, the city and community embrace the travel industry as a vital economic driver and are eager to see further growth. The distribution of City APRA funds directly to tourism-related projects further emphasizes this commitment. The Forward SGF Comprehensive plan identifies several key travel development projects vital for the city's future.

The favorable result of the Hotel/Motel ballot initiative that was passed in early April 2023 will further our marketing efforts for our short-term rental market and provide a funding stream for future tourism-related projects and additional funds to two key partners, the Springfield Area Sports Commission and the Springfield Regional Arts Council.

Yet there remains a glimmer of concern with the ongoing relative instability of the US economy and the potential for a recession. Business Travel still needs to catch up with pre-pandemic levels. However, in the first quarter of 2023, we saw a marked improvement, in line with industry forecasts, which we expect to see continue through 2023 and 2024.

SPRINGFIELD CVB ORGANIZATIONAL FOUNDATION CIRCLE OF SUCCESS





TEAM

New Leadership

The Springfield CVB team is the key to organizational success. 2023/2024 will be a pivotal year with a change in leadership at the President/CEO position, expanding the current team, and adding a new internship program. We will continue to develop a diverse team of the best travel destination professionals focused on the vision and mission of the Springfield CVB to best benefit Springfield economically.



RESEARCH

Guide for Success

The Springfield CVB will continue and expand our important research initiatives that direct and guide the success of our organization. We will work on new initiatives with proven research organizations such as Destinations International, Madden Media, Smith Travel Research, Longwoods, U.S. Travel Association and Tourism Economics.



INNOVATION

Organization-wide

The Springfield CVB must continue to innovate and be creative in all areas of the organization. In these challenging and fluid times for our travel industry, our ability to always look for new ways to innovate and change through technology, strategy, programming and personnel will continue to lead the Springfield CVB to great success.



RELEVANCY

A Valued Community Partner

Our connections and relationships with the city, county, legislators, visitors, stakeholders and partners are integral to the success of the Springfield CVB. The Springfield CVB is a much-needed community partner relied upon to drive economic activity throughout our region. We will continue to look at new ways to work collaboratively for the betterment of our community. With changes in technology, communication and travel preferences, the Springfield CVB will constantly evolve to implement the services our visitors, partners and stakeholders desire.



SERVICE

The "Red Carpet" Experience

Providing an exceptional visitor services experience is critical to the success of the Springfield CVB. We will continue to evaluate every place where the Springfield CVB connects with the visitor and look at new ways to enhance this visitor experience further.

SWOT ANALYSIS LEADERSHIP

STRENGTHS

- Dedicated staff and engaged Board of Directors
- Strong relationships with city, county, chamber and other key leadership groups
- Community value of the travel industry
- Ongoing investment for travel-related development
- Central location
- Major attractions
- Birthplace of Route 66

OPPORTUNITIES

- Convention Center development
- Regional partnership opportunities
- Forward SGF initiative
- Enhance community spirit and tourism investment
- Sustainable tourism

WEAKNESSES

- Funding
- Local understanding of Organizational purpose
- Organizational diversity
- Sports Commission partnership
- Siloed departments

THREATS

- Instability of the US economy and the possibility of a recession
- On-going lingering effects of COVID-19
- Negative community PR
- Competition from other DMOs in the region





KEY STRATEGIES LEADERSHIP

1. Evaluate the Springfield CVB team and Organizational structure.

- a. Assess employee roles and activities to identify priorities and potential enhancements.
- b. Examine the Springfield CVB's image, brand and identity.
- c. Review the Springfield CVB organizational structure to ensure it is aligned and positioned for future success.
- d. Work with local educational institutions to develop a comprehensive internship program.
- e. Explore opportunities to reimagine the office workspace.
- f. Expand Springfield CVB employee educational opportunities.
- g. Explore other non-industry organizations for the best-in-class employee retention and attraction processes.

2. Focus on local community building and enhancing Springfield as a premier destination for visitors.

- a. Ensure the Springfield CVB is engaged with City and County leadership to accelerate our travel economy.
- b. Work with the City and the Forward SGF committee to accelerate opportunities aligned with the Springfield Convention and Visitors Bureau and the travel industry.
- c. Play a more significant role in building and amplifying community pride.
- d. Engage and partner with key community organizations aligned with furthering the Springfield travel industry.

KEY STRATEGIES **LEADERSHIP**

3. Continue travel industry collaboration, advocacy and partnership.

- a. Conduct the annual Salute to Travel & Tourism Awards celebration providing a creative, enticing, and informative program for the Springfield Travel community.
- b. Strengthen relationships with local, statewide and national elected and appointed officials through ongoing advocacy.
- c. Partner with local governments to identify areas Springfield Convention and Visitors Bureau can support their efforts to enhance tourism-related visitation and development.
- d. Work closely with our local and state travel associations, including the Missouri Association of CVBs, the Springfield Hotel and Lodging Association, the Missouri Hotel and Lodging Association and the Missouri Travel Alliance.
- e. Explore further national, regional and state collaborations with Brand USA, Missouri DOT, Explore Branson, Ozark Mountain Partnership and other regional DMOs.
- f. Through membership, board participation, education and trade shows, engage with state, and national travel associations such as U.S. Travel Association, Destinations International, MACVB, MHLA, MTA and Missouri DOT.

4. Further expand the Springfield CVB Diversity, Equity & Inclusion efforts.

- a. Foster a more welcoming environment among local businesses that is inclusive and inviting for visitors.
- b. Explore partnership opportunities with local organizations to further diversity, equity and inclusion efforts.
- c. Continue ongoing education with the Springfield CVB team and Board of Directors.
- d. Develop content to promote diversity, equity and inclusion and support in and beyond tourism.
- e. Work with Destinations International to develop benchmark metrics to track diversity, equity and inclusion progress.

KEY STRATEGIES LEADERSHIP

5. Develop new sustainable efforts to further Springfield as a destination for visitors.

- a. Research sustainability opportunities within the Springfield CVB.
- b. Work with leaders in sustainability initiatives to develop suitable programs for our organization and community.
- c. Develop content to promote the importance of sustainability programs in and beyond tourism.

6. Enhance the partnership with Springfield Sports Commission.

- a. Explore the current partnership model and identify opportunities for growth in development, sales, marketing and finance.
- b. Research similar Sports Commissions and CVB models to develop a best in class model for Springfield.
- c. Expand awareness of Springfield as a sports destination through additional conventions, conferences, and sales missions in collaboration with the Sports Commission.

LEADERSHIP ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SGF CVB BOARD OF DIRECTORS MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
U.S. TRAVEL BOARD OF DIRECTORS MEETINGS	X				X					X		
MACVB EXECUTIVE COMMITTEE MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
MO GOVERNOR'S CONFERENCE ON TRAVEL				X								
SHLA BOARD MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
DI ANNUAL CONFERENCE	X											
SPORTS COMMISSION BOARD MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
SGF CVB EXECUTIVE COMMITTEE MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
COMMUNITY LEADERSHIP FORUM	X	X	X	X	X	X	X	X	X	X	X	X
SPRINGFIELD CVB TOAST TO TOURISM										X		
MACVB STATE LOBBYING DAY								X				
DESTINATION CAPITOL HILL										X		
U.S. TRAVEL ESTO CONFERENCE		X										
MACVB ANNUAL CONFERENCE										X		



ADMINISTRATION

SECTION 2

SWOT ANALYSIS ADMINISTRATION

STRENGTHS

- Strong internal communication, teamwork and cross-training
- Adaptability to devise new processes to address organizational needs and increase efficiency
- Specialized knowledge-base
- Maintains awareness of internal and external trends and information

OPPORTUNITIES

- Available programs designed to increase employee satisfaction and workplace culture
- Strengthen communication and cooperation with the City Finance Department to increase the efficiency of financial and accounting processes
- Collaboration with partner organizations for specialized training and certifications
- Continue to research and implement technology tools to increase efficiency, productivity and cut costs

WEAKNESSES

- Limited physical space and staff resources threaten efficiency and growth
- The nature of administrative responsibilities can cause less operational flexibility

THREATS

- Rising product costs due to inflation
- Aging technology
- Lack of tourism industry training that is specific to administrative functions

KEY STRATEGIES ADMINISTRATION

The administrative department may not be the most outward-facing department at the Springfield CVB, but the foundational work done by the team keeps operations moving at an efficient and steady speed while providing support to all departments within the organization. The key strategies for the department for 2023/2024 are listed below.

1. To maintain the high level of efficiency and productivity of the CVB, new and emerging technology tools will be adopted throughout the organization.

- a. Assess current computer inventory and develop a plan to replace older machines and equipment until all equipment is brought up to date.
- b. Research business and internet options and replace current internet and phone provider with a more modern and cost-effective solution that meets the organization's needs.
- c. Replace the retired Mitel phone system with a more flexible communication system.
- d. Continue to seek out innovative software solutions while maintaining and enhancing existing programs that are relevant to executing staff duties.

2. Commit to continuing education in order to continue performing at an expert level and to stay on top of workplace and industry trends.

- a. Conduct monthly training sessions during the staff meeting, concentrating on educating staff on processes and efficiencies.
- b. Develop a training program for new staff members specific to each department.
- c. Notify and provide staff access to relevant webinars, learning sessions, or certifications offered by industry organizations or higher learning institutions.
- d. Organize regular staff learning sessions with area partners and community organizations so that they will be knowledgeable on initiatives and offerings in order to better communicate those to visitors and potential partners.

KEY STRATEGIES ADMINISTRATION

3. Continue to audit and implement changes to the finance and accounting processes that allow for greater efficiency and accuracy.

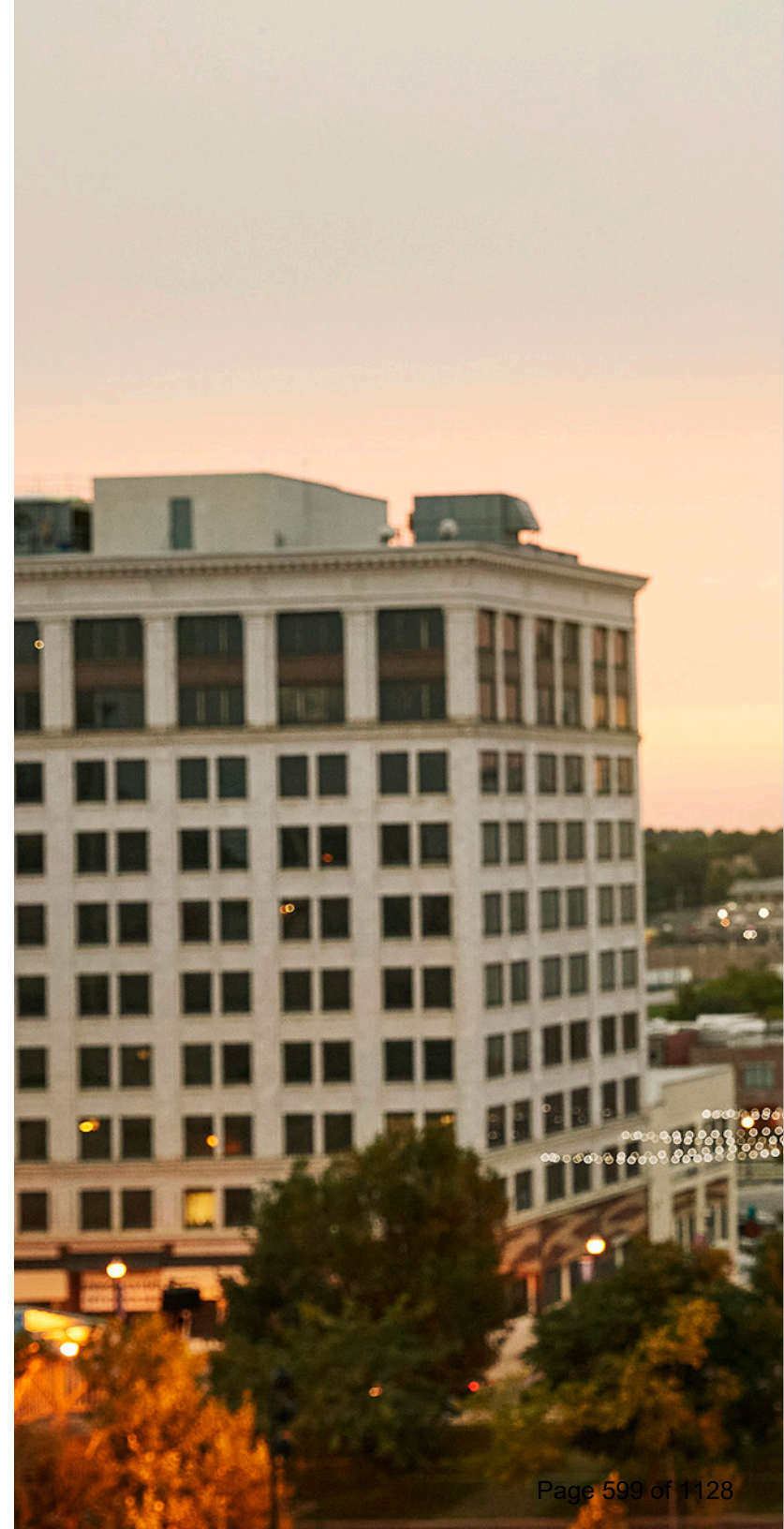
- a. Evaluate current internal accounting and payment software and implement solutions that are more in line with current technology.
- b. Restructure the budget process and documents in order to make them a more useful and intuitive planning tool.
- c. Prioritize sustainable solutions in document retention and information transmission by removing existing barriers and creating new processes for digitizing records and communications.
- d. Work with the City Finance Department on identifying ways in which the CVB and City can work more efficiently and accurately within the established procedures.



Conduct monthly staff training sessions: 12

Execute quarterly community awareness activities for staff: 4

Reduce office supplies cost by 10%







MARKETING

SECTION 3

SWOT ANALYSIS MARKETING

STRENGTHS

- Strong understanding and utilization of new media
- Collaboration with local and regional partners
- Forward-thinking approach to social channels and content
- Healthy budget to try new mediums and build strong foundation

OPPORTUNITIES

- Utilization of Artificial Intelligence technologies
- Content-focused technology
- Sustainable tourism
- Transformational projects at the city level

WEAKNESSES

- Team members at capacity
- Tired branding elements
- Engagement with potential visitors through remarketing strategy

THREATS

- Lack of cohesive identity within the region
- Mild recession anticipated in mid 2023
- Inflation and rise of costs
- Workforce in hospitality-related jobs



INDUSTRY & LOCAL TRENDS

There has never been a more exciting and challenging time to be marketing a destination. Research is telling us that while COVID-19 exposure is no longer a key concern for travelers, financial considerations have claimed that top spot. While a mild recession is anticipated to occur, it's not necessarily going to keep people from traveling, but it may give them pause as to where they choose to travel and how often. Ensuring we have an understanding of our top visiting markets who visit often and for the longest amount of time will be the foundation of our marketing audience for 2023/2024.

Marketing trends continue to evolve as the sentiment towards travel does. Travelers of all ages are looking for genuine moments, a sense of freedom from their everyday stress and something new. The same concerns every marketer has is one on the minds of the CVB marketing team—being able to grab the attention of an audience that has been over-saturated with advertising messages. That is why the theme of the CVB's marketing efforts for 2023/2024 will be *personalization* and *connection*. While advances in technology can feel daunting and a little frightening at times, the opportunities for us to lean in and create an authentic connection with a potential visitor are right at our fingertips.

KEY STRATEGIES MARKETING

1. Reinvigorate the Springfield CVB brand to reflect the energy and forward-movement of our region.

The Springfield CVB underwent a rebrand in 2015 and while a number of those elements continue to stay relevant, the messaging and style guide need to be updated to reflect the current visitor and what they're looking for. Brand refresh plans for 2023/2024 include:

- a. Researching and considering an outward-facing brand name change
- b. Updating the current brand style guide
- c. Updating the current brand messaging

2. Develop a new leisure advertising campaign that inspires travel to the Springfield region and positions our community as a top destination in the United States.

The existing "Ask a Local" campaign has lived for three seasons and will be retired after the 2023 spring/summer season. The CVB will hire a creative agency to develop and produce a new advertising campaign that will work in tandem with the brand refresh that will be reflected across all marketing and advertising tools to be launched in Spring 2024.

3. Strengthen the collaborations that exist between the CVB marketing partners by investing in targeted advertising strategies that promote travel to our region.

The Springfield CVB has been a leader in promoting regionalism through leisure travel through our cooperative marketing partnerships. In 2023/2024, we will continue to prioritize these partnerships to ensure we strengthen the brand of Springfield and the Ozarks. The following are cooperative marketing partnerships we will continue this fiscal year:

- a. Marketing Matching Grant, Missouri Division of Tourism
- b. Ozark Mountain Partnership, Branson CVB and Silver Dollar City
- c. Bass Pro Shops and/or Wonders of Wildlife National Museum & Aquarium
- d. Springfield Cardinals

KEY STRATEGIES MARKETING

4. Continue to elevate the Springfield region through strategic advertising placements and messaging to key target markets and interest groups.

A continued focus will be placed on our four key marketing pillars: Family Travel, Outdoor Enthusiast, Millennial Travel (no children) and Empty Nesters. The addition of Foodie Traveler will be added to the marketing mix this year and will result in interest-based targeting and additional opportunities that will highlight the food and beverage scene of our region. Advertising goals for the year include:

- a. In partnership with 417 Magazine, design and distribute 75,000 printed Springfield Area Guides while promoting the use of the digital guide and utilizing more sustainable sources.
- b. Generate no less than 40,000 inquiries for the printed guide and/or e-newsletter subscriptions.
- c. Invest 70% of advertising dollars into digital, social or streaming tactics. This will include video, animation, display, audio and more. The remaining 30% of the advertising budget will be spent on out-of-home advertising, guerrilla marketing tactics and print.
- d. Increase visitation from the following key markets: St. Louis, Kansas City, MO, Tulsa, OK, Oklahoma City, OK, Northwest Arkansas, Little Rock, Arkansas, Dallas-Fort Worth, TX.
- e. Maintain or increase the current return on investment for each dollar spent on advertising. The current return is for every dollar spent, \$91 is returned to our local economy as reported by a 2019 study by H2R Research. Updated research conducted in 2023/2024 will give us a recent return.



KEY STRATEGIES MARKETING

5. Grow our already strong digital footprint through SpringfieldMO.org by focusing on a personalized user experience and content that will inspire and activate travel to Springfield, Missouri.

At the center of our marketing strategy is our website. It is the hub of our information and where we direct all marketing efforts and many times, it is one of the first impressions a visitor has of our community. This year, we will work to update the website using new branding elements in addition to reorganizing content and developing more paths for increased user engagement and explore ways to connect the user with a more personalized experience based on their interaction with our website and digital advertising. In addition to investment in the website, there will be significant strategy placed on growing our email marketing audience and developing new experience-based programs that will generate positive PR and engage visitors in a new way.

- a. Generate 1.2 million website visitor sessions while increasing average time on site to 2 minutes and number of pages visited to 2.
- b. Grow our email marketing list to 16,000 opt-in contacts, a more than 20% increase. Increase newsletter open rates to an average of 35% with an average click-through-rate of 3.5%. The email marketing strategy will include remarketing to those who interact with our messages in order to draw them deeper into the marketing funnel and place a relevant message in front of them.
- c. The growth of our experience-based programs Ozarks Tap and Pour and Ozarks Coffee Trail has engaged both residents and visitors with the local beverage scene while providing an outlet for people to explore the region in a new way. These two programs together generate roughly \$32,000 in revenue and will continue in 2023/24 with plans to develop a new trail that will accomplish a similar goal.

KEY STRATEGIES MARKETING

6. Maintain our status as a leader in social media content strategy for destination marketing organizations.

Over the last five years, the Springfield CVB has placed a strategic emphasis on not only growing our social media presence, but also developing a highly engaged audience. This is in large part due to becoming early adopters of emerging social media technologies and trends. We will continue to take chances and reach potential visitors all over the world through the organic and paid content strategies listed below.

- a. A robust content and advertising strategy that includes Instagram, Facebook, TikTok, Pinterest, Twitter and Snapchat will be deployed to further engagement on our platforms and ultimately drive more awareness to the Springfield region. The direction for our social strategy will be to develop more authentic, raw, user-generated content that will allow followers to visualize themselves in Springfield.
- b. Video content on all platforms is a top priority.
- c. Social Media goals for this year include:
 - Increase followers across Instagram, Facebook, TikTok and Twitter by 10%
 - Increase average engagement (likes, comments, shares) across Instagram, Facebook and Twitter by 8%
 - Increase average video views on TikTok by 10%



KEY STRATEGIES MARKETING

LEISURE ADVERTISING TIMELINE

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SEARCH ENGINE MARKETING	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
SOCIAL MEDIA ADVERTISING	Heavy	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
PRINT	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
OUT-OF-HOME	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
DIGITAL	Heavy	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
OZARK MOUNTAIN PARTNERSHIP	Heavy	Heavy	Heavy	Heavy	Heavy	Heavy	Light	Light	Heavy	Heavy	Heavy	Heavy



HEAVY SPEND



MEDIUM SPEND



LIGHT SPEND

MARKETING ACTION CALENDAR

Members of the CVB marketing team will represent Springfield at the following industry events:

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
U.S. TRAVEL ASSOCIATION ESTO MARKETING		X										
MO GOVERNOR'S CONFERENCE ON TOURISM				X								
DI MARKETING & COMMUNICATIONS SUMMIT								X				
DI CERTIFIED DESTINATION MARKETING EXECUTIVE COURSES				X					X			
DI ANNUAL CONVENTION	X											
MADDEN MEDIA MUSE CONFERENCE						X						



Springfield Area Guide Distribution: 75,000
Digital engagements: 2.8 million

Opt-in email marketing subscribers: 16,000
Increase followers across social media platforms by 10%



PUBLIC RELATIONS

SECTION 4

SWOT ANALYSIS

PUBLIC RELATIONS

STRENGTHS

- Experienced staff member has worked with all levels of media, from online influencers to national broadcast news
- Good eye for what appeals to travel media
- Strong relationships with many travel journalists and media

OPPORTUNITIES

- Travel journalists are ready to travel again and eager for new content
- Some outlets will use ready-to-use content due to staff reductions
- Influx of independent content creators such as social media influencers

WEAKNESSES

- One-person PR staff
- Difficult to convey how Springfield is different

THREATS

- Travel and lifestyle sections have disappeared from newspapers and many travel magazines have ceased publication
- Independent content creators, such as bloggers, now receive payment, removing them from the pool of earned media opportunities
- The quantity of online travel content dilutes messages
- Lack of trust in media and Internet content



PUBLIC RELATIONS TRENDS

While media continues its rapid evolution, so must our PR strategy. The number of traditional travel journalists and outlets is declining while the number of independent online content creators is increasing rapidly. That increase presents opportunities for more stories and targeted audiences. Another change gaining momentum is an increase in social media content creators who are paid for the content they post, giving opportunities for collaborations between PR and marketing.

As the number of opportunities increases, the types of travel stories some writers and editors are looking for is evolving. The roundup/listicle approach detailing what's available in a destination remains common but some are trying to set themselves apart with in-depth stories about the people and things that make a destination unique. Travel writers report they're being asked for stories emphasizing inclusiveness and diversity, accessibility, pet-friendly locations, incorporating wellness activities into travel and immersion in local culture.

KEY STRATEGIES

PUBLIC RELATIONS

1. Generate national interest in Springfield by pitching stories to travel writers, publications and content creators to inspire travel to our region.

Networking and building relationships with travel writers and content creators is an important part of getting them to produce stories about Springfield. Also important is pitching story ideas and, in some cases, providing ready-to-use stories.

- a. Continue to produce and distribute 10 pitch sheets a year to travel media.
- b. Host at minimum 25 journalists and other content creators to the Springfield area and generate content with an ad value of \$3 million or more.
- c. Contract with a PR agency specializing in travel media to assist in our efforts to gain national attention and distribute Springfield stories nationwide.
- d. Attend at least four regional and national conferences for communications and public relations professionals in the travel sector to pitch the region and stay on top of PR trends in the industry.

2. Elevate the CVB's mission within the local business community by strengthening relationships with city leadership and local media.

Generating awareness of the CVB and its impact locally can be done through increased news releases and conferences where we are able to demonstrate the work we are doing, resulting in more local news coverage. Increased interaction in the community by all staff will also result in more knowledge about and respect for the CVB.

- a. Staff members will present programs about the CVB and the impact of tourism to business and community leaders for at least four local organizations throughout the year.
- b. Distribute at least six news releases about CVB programs and group business
- c. Schedule at least one news conference to report on CVB impact to local media.
- d. Staff will be active participants in 30 local organizations.
- e. Continue to produce and distribute at least six "CVB News" newsletters to CVB partners and media.

PUBLIC RELATIONS ACTION CALENDAR

3. Develop a strong network of local PR professionals in the hospitality industry to tell a more cohesive and comprehensive story about the region to national and international journalists.

- Grow attendance at the Attractions PR Alliance to an average of 20 members per meeting.
- Develop a plan for information sharing that will keep group members informed about local trends, events and developments resulting in new story opportunities for travel media.

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
CVB NEWS	X		X		X		X		X		X	
PRESS RELEASES		X		X		X		X		X		X
PITCH SHEETS	X	X	X	X			X	X	X	X	X	X
PRESS TOURS/ HOST TRAVEL JOURNALISTS	X		X	X		X			X	X	X	X
SOCIETY OF AMERICAN TRAVEL WRITERS INTERNATIONAL			X									
SOCIETY OF AMERICAN TRAVEL WRITERS CENTRAL STATES								X				
NORTH AMERICAN TRAVEL JOURNALISTS ASSOCIATION											X	
MIDWEST TRAVEL NETWORK												X



Total PR Ad Equivalency: \$3,000,000
Host at least 25 journalists

Pitch Sheets Distributed: 10
PR Fam Tours: 5



VISITOR EXPERIENCE

SECTION 5

SWOT ANALYSIS

VISITOR EXPERIENCE

STRENGTHS

- Visitor Center locations on Route 66 and at the airport
- Excellent customer service
- Missouri-affiliated Welcome Center
- Well-stocked and diverse information hub for the area

OPPORTUNITIES

- Utilization of Artificial Intelligence technologies
- Content-focused technology
- Sustainable tourism
- Transformational projects at the city level

WEAKNESSES

- Lack of innovative technology solutions to distribute information during and outside of visitor center hours
- Poor community awareness of the resources available
- Minimal availability of local products
- Dwindling and aging volunteer base

THREATS

- Lack of cohesive identity within the region
- Mild recession anticipated in mid 2023
- Inflation and rise of costs
- Workforce in hospitality-related jobs



VISITOR EXPERIENCE TRENDS

Springfield has seen tremendous growth in visitation over the years through strategic marketing campaigns, targeted sales strategies and the emphasis on amateur sporting events. This is why it is of the utmost importance that our visitor's experiences while they are in market are not simply memorable, but brag-worthy. Our intention with every visitor to our city is that they leave wanting to tell their friends and families why they too should be visiting Springfield, Missouri. Current industry trends show that integrating new and emerging technologies allow our guests to experience a more personalized visitor experience. Utilizing touch-screen kiosks, trip planner itineraries, artificial intelligence software and intuitive communication tools are all useful for visitors to create the experience they want to have in your destination.

Knowing these trends, while also having a comprehensive understanding of our region, Visitor Services will integrate more opportunities for engagement at our two existing visitor information centers while also expanding access to information throughout the city. Strategies will be mindful of trends in sustainable and accessible travel and will exist in partnership with local businesses. The visitor services team will spend 2023/2024 growing from an informational approach to service to more of a strategic marketing method.

KEY STRATEGIES

VISITOR EXPERIENCE

1. Build opportunities for engagement with visitors beyond the walls of our traditional information centers while installing more interactive experiences at the two visitor centers.

- a. Utilize and integrate at least two digital kiosks throughout the city and visitor centers to allow guests and residents curate their idea of the ultimate Springfield vacation.
- b. Update current aesthetic of the airport and Route 66 Visitor Centers by installing new product and information displays.
- c. Display current and relevant information on all digital displays including upcoming events and welcome messages for groups.
- d. Implement informational chat software on the website.

2. Share the culture and love for Springfield by offering an impressive collection of local products that visitors and residents alike will want to stop in to shop, all while supporting local creatives.

- a. Diversify products and promote brand awareness by adding 10 local and/or Springfield-branded products to the inventory.
- b. Increase revenue generated at the Route 66 Visitor Center to \$15,500.
- c. Update Route 66 products that would appeal to that niche market as well as the general leisure and business traveler.
- d. Restructure and promote the online store with up-to-date products and photos and generate \$1,000 through online sales.

KEY STRATEGIES

VISITOR EXPERIENCE

3. Reinvigorate the Springfield CVB volunteer ambassador program to include true cheerleaders for our region who will make our guests feel welcome and excited to explore the city.

- a. Develop a volunteer ambassador program that outlines all volunteer opportunities, including upcoming sporting events and meetings, expectations, standards and identifies partners that have the potential to generate interested ambassadors.
- b. Update our current volunteer benefits to engage the ambassadors with the CVB and community.
- c. Add 10 new volunteer ambassadors to increase staffing levels at the airport and Route 66 Visitor Centers.



Recruit 10 new volunteer ambassadors

Generate \$15,500 in revenue at the Route 66 Visitor Center

Install 2 digital information kiosks

Add 10 locally made products to the Route 66 Visitor Center Inventory





SALES

SECTION 6

SWOT ANALYSIS SALES

STRENGTHS

- Dedicated and well-trained team holding industry certifications
- Collaboration with local hotel and venue partners
- Increased group sales budget and marketing efforts
- Robust database of prospects and qualified accounts

OPPORTUNITIES

- Potential increased funding for the Sports Commission
- New and improved facilities and sports venues
- Development of new businesses and attractions
- Potential of increased flight routes at the Springfield-Branson National Airport

WEAKNESSES

- Previous budget constraints
- Lack of strategic sales tools
- CVB and Sports Commission collaboration

THREATS

- Lack of awareness with convention and event planners
- No convention center with a connected hotel and/or a convention hotel with at least 400 rooms
- Limited connecting air services to hub cities
- Branson's convention center close to Springfield



INDUSTRY & LOCAL SALES TRENDS

According to American Express Meetings & Events 2023 Global Meetings and Events Forecast, in-person meetings and events came back in 2022 faster and higher than predicted. This trend should continue to outpace expectations in 2023 and stabilize in 2024. All meeting types are expected to increase in 2023, particularly in-person meetings, while virtual and hybrid meetings are declining. Short lead and booking windows that became more prevalent during the height of the pandemic are said to continue, and sustainable meetings with a diversity, equity and inclusion focus remain relevant.

The sports tourism industry has grown dramatically over the past 25 years, and there is opportunity for Springfield to expand its presence per the Springfield Sports Commission Sports Tourism Strategic Planning Project prepared by the Huddle Up Group, LLC. New sporting venues such as the Betty & Bobby Allison Sports Town, along with \$25 million sports facilities improvements to existing facilities, will allow Springfield to compete on a higher level for amateur sporting events generating substantial economic impact for the community.

With these industry trends in mind, Springfield is well-positioned to accommodate the return of in-person meetings and to grow our sports tourism market. With new venues under construction and renovation of existing spaces, the CVB group sales team plans to strategically showcase Springfield to targeted groups and organizations through various personalized marketing initiatives and in-person relationship building.

KEY STRATEGIES SALES

1. Build upon Springfield's existing brand to solidify Springfield as a top meeting and sporting event destination.

- a. Develop a \$75,000 advertising campaign utilizing a strategic direct mail initiative, supplemented by print and digital tactics.
- b. Refresh existing ads to reflect updated branding and showcase newly updated and recently constructed venues.
- c. Utilize the Cvent platform for advertising and lead generation.
- d. Continue to update the group sales and meetings areas of SpringfieldMO.org to keep content fresh and relevant to targeted groups.

2. Enhance Springfield's image in the eyes of meeting and event planners by showcasing the region at industry trade shows resulting in lead generation and ultimately increased room nights.

- a. Attend at least 17 industry shows resulting in 34,000 room night leads.
- b. In collaboration with the marketing team, design and develop an updated booth display to elevate our presence.
- c. Partner with local hotels and venues to attend trade shows in partnership with the CVB.
- d. Schedule at least one sales appointment with a qualified planner in the designated city of the trade show that we are attending.
- e. Partner with Branson and other regional cities when attending trade shows and marketplaces to increase the footprint of the Southwest Missouri region.

3. Continue to speak as a unified voice with convention hotels and event space partners to generate interest in our region with a targeted convention cooperative marketing partnership.

- a. Develop and execute a \$30,000 cooperative marketing campaign with convention hotel and event space partners.

KEY STRATEGIES SALES

4. Inspire event and meeting planners to book space for future events in Springfield through personalized familiarization (FAM) tours and site visits.

- a. Host two FAM tours with 10 planners each during 2023/2024.
- b. Conduct 26 site visits that will aid in booking new business to the area.

5. Energize associations and group business in Jefferson City and Columbia to book events in Springfield through dedicated sales efforts in their respective cities.

- a. Conduct a sales blitz in Jefferson City and Columbia in 2023/2024 involving hotel and venue partners.
- b. Schedule monthly sales calls in Jefferson City when attending Missouri Society of Association Executives and Society of Government Meeting Planners meetings.

6. Leverage the competitive edge of an incentive-based program to open the door to Springfield for new events to call our city home.

- a. Promote Incentives (CVB incentive program) to book six new events during shoulder periods of November through February.
- b. Utilize the Meet in Missouri Program offered through the Missouri Division of Tourism.
- c. Take advantage of the Amateur Sporting Tax Credit Program offered through the Missouri Department of Economic Development.



KEY STRATEGIES SALES

7. Create raving fans of Springfield through exceptional event service for meetings, conventions and sporting events.

- a. Provide destination expertise for 120 convention and sporting events throughout 2023/2024.
- b. Deliver services before, during and after the event to increase attendance and satisfaction from the time of booking until the conclusion.
- c. Provide updated and relevant information through the digital Meeting Planner Toolkit.
- d. Assess the satisfaction of event planners hosting events in Springfield with follow-up surveys and obtain at least a 75 percent return rate on questionnaires with exceptional service ratings.

8. Strengthen the partnerships with local hotels and venues through collaborative efforts to ensure the community is unified under the mission to generate group travel to the area.

- a. Host a quarterly Group SGF meeting to collaborate on targeted business.
- b. Attend monthly Springfield Hotel Lodging Association functions.
- c. Show support by attending mixers and local events hosted by partner hotels and venues.

SALES ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
AMERICAN BUS ASSOCIATION							X					
CHRISTIAN MTGS. & CONV. ASSOC.											X	
CONNECT DC/FAITH					X							
CONNECT MARKETPLACE & SPORTS		X										
CONNECT SPORTS		X										
CONNECT MIDWEST							X					
DESTINATIONS MIDWEST			X									
FAM TOUR				X							X	
JEFFERSON CITY SALES BLITZ				X								
KC MEETING PLANNER'S INTL.										X		
MILITARY REUNION NETWORK												X
MISSOURI EVENT SUMMIT	X											

Continued on following page.

SALES ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
MISSOURI NATURAL RESOURCES CONF.								X				
MISSOURI SHOWCASE											X	
MSAE FUNFEST			X									
PCMA HEARTLAND CHAPTER											X	
RELIGIOUS CONF. MGT. ASSOC.							X					
SMALL MARKET MEETINGS			X									
TRAVEL SOUTH INTERNATIONAL					X							
ESPORTS BUSINESS SUMMIT					X							
MISSOURI SPORTS TRAVEL EXCHANGE								X				
SPORTS ETA										X		
TEAMS				X								



GOALS

GROUP SALES

Booked Room Nights: 65,000

Leads: 110

Direct Visitor Spend: \$35.7 million

Fam Tours: 2

Site Visits: 24

Support over 120 conventions and sporting groups

SPORTS COMMISSION

Booked Room Nights: 28,500

Leads: 32

Direct Visitor Spend: \$15.5 million

Site Visits: 5

PARTNER RELATIONS

SECTION 7

SWOT ANALYSIS

PARTNER RELATIONS

STRENGTHS

- Experienced salespeople
- CVB knowledge and experience
- Marketing and communications knowledge
- Partner and community relationships

OPPORTUNITIES

- Revenue growth and new partnerships
- Opportunity to increase community awareness of the Springfield CVB through community engagement activities
- Administration assistance through team growth

WEAKNESSES

- Complicated processes
- Account transitions
- Sales timeline and annual strategy

THREATS

- Threats of a national recession
- Competition for local advertising dollars
- Inflation

KEY STRATEGIES

PARTNER RELATIONS

The Partner Development team is a key revenue driver for the Springfield CVB. This team is responsible for generating revenue through advertising sales in all Springfield CVB collateral materials, maintaining key relationships with CVB partners and helping to expand community awareness of the organization through various engagement efforts. Supporting and promoting local businesses is crucial to community growth and economic development. The advertising dollars partners spend with the Springfield CVB go directly into marketing their businesses to visitors and locals alike through Springfield CVB channels and other marketing efforts.

1. Continue to partner with advertisers to showcase the best of the Springfield region through our newly redesigned Springfield Area Guide and experienced-based programs such as Ozarks Tap and Pour Craft Beverage Tour and Ozarks Coffee Trail.

Generate at least \$230,000 in revenue through printed collateral materials produced for the purpose of informing potential visitors about Springfield.

- a. Generate at minimum \$190,000 in revenue for the 2024 Springfield Area Guide from partner advertisements, listings and coupons.
- b. Collect an estimated \$7,500 from Springfield Guide inserts that feature partner messages with the mailing of the guide to visitors who inquire.
- c. Provide partnership opportunities to local businesses through the Ozarks Tap and Pour Craft Beverage Tour and Ozarks Coffee Trail programs resulting in combined revenue of \$32,000

KEY STRATEGIES

PARTNER RELATIONS

2. Continue to partner with advertisers to showcase the best of the Springfield region through digital advertising on SpringfieldMo.org, Love Springfield social media platforms and annual banquet sponsorships.

Generate at least \$130,000 in revenue through the Springfield CVB website, sponsorships and other advertising sales.

- a. Obtain advertising commitments for website enhanced listings, links, coupons and sponsored content.
- b. Secure advertising commitments for social media and email marketing content.
- c. Procure sponsorship commitments for the annual Salute to Travel & Tourism banquet with a revenue goal of \$20,000.
- d. Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

3. Expand community awareness of the Springfield CVB mission and brand through increased community engagement efforts.

Maintaining strong partner relationships to retain advertisers as well as create advocates who speak highly of the Springfield CVB mission will secure the organization as a known community asset and an active participant in the development of our community. Attending local and regional networking events and seeking opportunities to speak on behalf of the Springfield CVB at these events will increase community engagement and aid in generating revenue for the organization.

- a. Secure at least 20 new partnerships from businesses throughout the region.
- b. Attend at least 15 networking events per month.
- c. Seek approximately four speaking opportunities for the 2023/2024 year.

KEY STRATEGIES

PARTNER RELATIONS

4. Engage the community in the mission of the Springfield CVB through developing opportunities for partners to connect with the CVB staff and offerings of the organization.

Strong partner relationships is something the Springfield CVB is known for. To maintain those relationships, build new ones and offer a deeper understanding of the capabilities and offerings of the organization, a continued effort to grow the 2022 event, CVB Connections, will be explored.

- a. Grow attendance of Springfield CVB Connections to 60 attendees.
- b. Explore the expansion of the event to include other opportunities throughout the year to engage with the Springfield CVB.
- c. Expand the mission of the event(s) to include education from other organizations.



Revenue Generated: \$380,000

New Partnerships: 20



PARTNER RELATIONS ACTION CALENDAR

The Partner Development Team will seek community engagement opportunities, continuing education and industry networking through the following organizations and events in 2023/2024.

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SPRINGFIELD AREA CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
SPRINGFIELD BUSINESS JOURNAL	X	X	X	X	X	X	X	X	X	X	X	X
417 MAGAZINE	X	X	X	X	X	X	X	X	X	X	X	X
LEADERSHIP SPRINGFIELD	X			X			X			X		
SPRINGFIELD HOTEL LODGING ASSOCIATION	X	X	X	X	X	X	X	X	X	X	X	X
ASSOCIATION OF WOMEN IN COMMUNICATION	X	X	X	X	X	X	X	X	X	X	X	X
REPUBLIC CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
OZARK CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
NIXA CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
MISSOURI GOVERNOR'S CONFERENCE OF TOURISM				X								
PROFESSIONALS IN DESTINATION MANAGEMENT CERTIFICATION CLASSES						X						
DESTINATIONS INTERNATIONAL MARKETING & COMMUNICATIONS SUMMIT								X				

RESEARCH & DEVELOPMENT

SECTION 8



RESEARCH OVERVIEW

Continually advancing research initiatives is critical to the ongoing success of the Springfield Convention and Visitors Bureau. We will continue to participate with our state and national trade organizations on research projects, use complementary industry resources, use proven economic tools, and work with several new research providers to further guide the organization's work.

RESEARCH INITIATIVES

Smith Travel Research

Continue working with STR using their weekly and monthly hotel reports for Springfield. The STR reports have been an invaluable research tool for further understanding hotel patterns and trends.

New Research

We will explore new research opportunities through Destination Next, H2R Research, MMGY, Tourism Diversity Matters, and Tourism Economics – Symphony.

Short-Term Rental Data

Reengage with AirDNA to provide valuable short-term rental data.

Voyage Research Platform

Use the Madden Media travel intelligence platform to make informed decisions on marketing and media placements.

G4 (previously Google Analytics)

Use website data to track website traffic and campaign advertising effectiveness.

Simpleview Dashboard

Use the dashboard to provide real-time reporting for the board, staff and stakeholders on key industry statistics.

Destinations International Economic Impact Calculator

Continue using the Destinations International Economic calculators for Meetings, Conventions, Events / Festivals and Sports.

Destinations International EDI Assessment Tool

Incorporate this new tool to understand how EDI has been incorporated into our operational practices as a basis to improve and integrate performance.

Huddle Up Scout

Use the destination and event matchmaking platform to generate new leads in the sports market.

Destination Analysts

Use the complimentary Travel Sentiment Index Report to analyze critical consumer perceptions, attitudes, and behaviors (including intent to travel).

Longwoods International

Continue using the complimentary American Traveler Sentiment survey to provide valuable insights regarding resident sentiment to travelers in their communities.

Missouri Department of Tourism

For travel industry economic impact, job, and tax generation data specific to Springfield.



DEVELOPMENT OVERVIEW

The Springfield Convention and Visitors Bureau will continue researching and pushing forward travel-related development projects to drive new visitors to Springfield. Continually evolving the Springfield travel landscape is critical to positioning Springfield as a premier destination for visitors.

Considering the recent investment by the City of Springfield, through their APRA funds, into several travel-related development projects and the key projects identified in the Forward SGF plan, the Springfield Travel landscape is well positioned for considerable growth.

DEVELOPMENT INITIATIVES

Matching funds for APRA fund projects

In 2022, the Springfield CVB Board of Directors approved up to \$1.5 million in matching funds for APRA funded projects. These projects include the Cooper / Killian Park Improvements, Fairgrounds Multi-purpose Arena, Chadwick Flyer Trail connectivity and expanded Fieldhouse. The Springfield CVB will continue working closely with organizations to complete these projects.

New Convention Center

As identified by the Forward SGF plan, there is a desire for a new convention center. This project presents a significant opportunity for the City of Springfield and our travel community. The Springfield CVB will align closely with community partners to further push this initiative forward.

Wayfinding Refresh and Entryway messaging

A key theme identified in the Forward SGF plan is a Place-Based approach emphasizing creating quality places to experience. The current city wayfinding program is over 15 years old and is much in need of a refresh. In addition, there are many opportunities to engage visitors through Entryway messaging. The Springfield CVB will work with the city to move these initiatives forward.

Route 66 Reimagination

Springfield is the birthplace of Route 66. It is an attraction that is visited annually by thousands of visitors from across the world. Considering the upcoming Centennial celebration, this is a genuine opportunity to differentiate Springfield. The Springfield Convention and Visitors Bureau will work with community leaders to reimagine the Route 66 experience for future generations of visitors.

Airport Welcome Center Enhancement

The welcome area at the Springfield-Branson National Airport is a beautiful opportunity to connect and engage with visitors coming into Springfield. This is often visitors' first experience when they arrive in Springfield. The Springfield CVB will work with airport officials to enhance our current welcome space to provide a best-in-class experience.

Lake Springfield Plan

One of the largest development initiatives in Springfield is adaptive reuse planning for the decommissioned Power Station and the Lake Springfield area encompassing approximately 1,000 acres of publicly owned land. The Lake Springfield Plan will be a catalyst for innovative economic and recreational opportunities, new infrastructure, sustainable water quality, and green infrastructure. The Springfield CVB will continue to work closely with this project as the Plan develops.

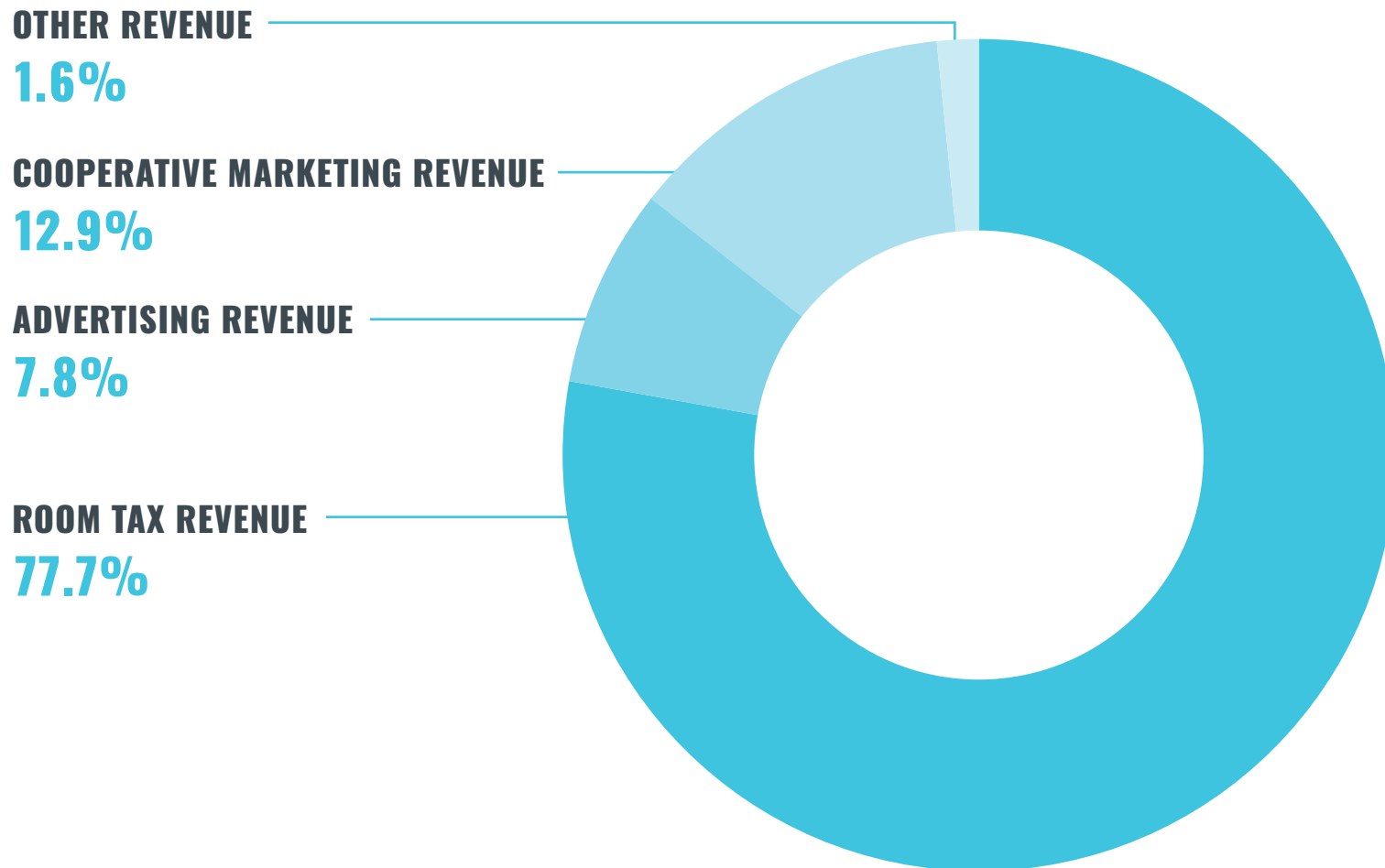


FINANCE

SECTION 9

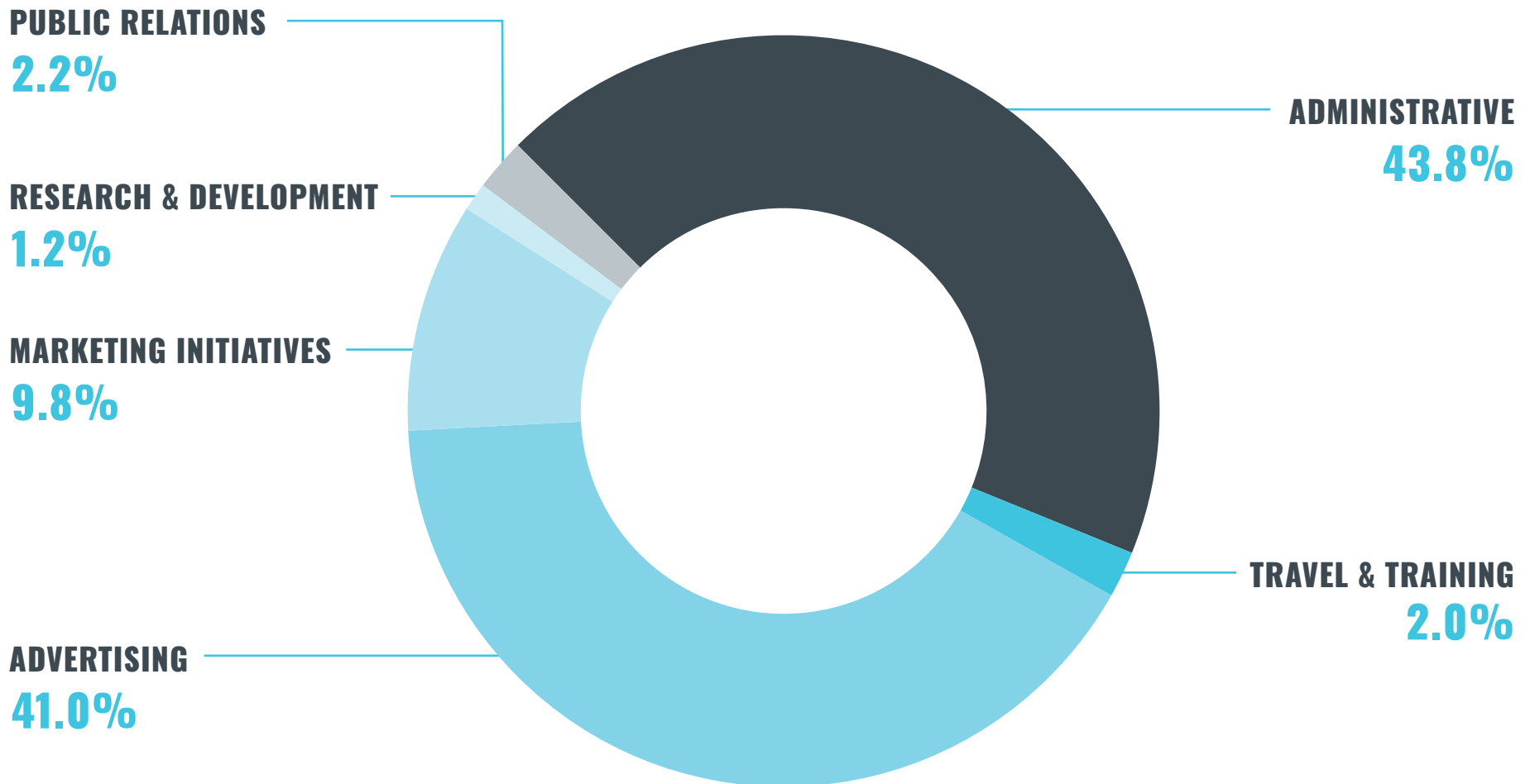
REVENUE

The Fiscal Year 2024 Springfield CVB budget supports the annual business plan and organizational strategies. Strategic emphasis on community development and strengthening cooperative partnerships will result in estimated revenue of \$4,321,700.



EXPENSE

The Fiscal Year 2024 Springfield CVB budget priorities include robust marketing campaigns, research initiatives, an enhanced visitor experience, staff development and tourism sustainability that will result in estimated expenses of \$4,321,700.





Springfield Convention and Visitors Bureau
815 E St Louis St
Springfield, MO 65806

SPRINGFIELDMO.ORG

Springfield Convention and Visitors Bureau

2023/2024 Budget - Revenue

<u>Account Description</u>	<u>Account</u>	<u>2022/23 Revised Budget</u>	<u>2023/24 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
ROOM TAXES					
Room Tax Revenue	401540	\$3,180,000	\$3,358,500	\$178,500	5.6%
INTEREST					
Interest Earnings	410010	\$12,500	\$12,500	\$0	0.0%
ADVERTISING REVENUES					
Visitors Guide Advertising	413010.01	\$190,800	\$190,000	-\$800	-0.4%
Route 66 Brochure/Map	413010.02	0	0	0	N/A
Coupons	413010.03	6,000	6,000	0	0.0%
Expo/Rt. 66 Displays	413010.04	5,700	2,400	-3,300	-57.9%
Poly Tote Bags	413010.05	0	0	0	N/A
Digital Advertising	413010.06	80,000	100,000	20,000	25.0%
Brochure Insertions	413010.07	5,500	6,000	500	9.1%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	0	0	0	N/A
Mall Advertising	413010.10	0	0	0	N/A
Experience Programs	413010.11	31,150	32,000	850	2.7%
TOTAL ADVERTISING REV		\$319,150	\$336,400	\$17,250	5.4%
CO-OP ADVERTISING REV					
Coop Partnerships	416020.01	\$10,000	\$40,000	\$30,000	300.0%
MDT Coop Program (Leisure)	416020.02	529,650	500,000	-29,650	-5.6%
MDT Coop Program (Convention)	416020.03	0	2,000	2,000	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	20,000	15,000	-5,000	-25.0%
Miscellaneous Partnerships	416020.06	0	0	0	N/A
TOTAL CO-OP REV		\$559,650	\$557,000	-\$2,650	-0.5%
PARTNERSHIP REVENUE					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
MISCELLANEOUS REV					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	15,500	15,500	0	0.0%
Other	414100.03	100	200	100	100.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	0	0	N/A
Hotel Trade Show Participation	414100.06	3,200	900	-2,300	-71.9%
Annual Banquet Sales	414100.07	20,000	20,000	0	0.0%
Chamber Partnership	414100.08	0	2,700	2,700	N/A
TOTAL MISC REV		\$59,500	\$57,300	-\$2,200	-3.7%
TOTAL REVENUE		\$4,130,800	\$4,321,700	\$190,900	4.6%
Transfer To/From Fund Balance		\$571,250	\$0	-571,250	-100.0%
GRAND TOTAL REVENUE		\$4,702,050	\$4,321,700	-\$380,350	-8.1%

Springfield Convention and Visitors Bureau

2023/24 Budget - Expenses

<u>Account Description</u>	<u>Account</u>	<u>2022/23 Revised Budget</u>	<u>2023/24 Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
PAYROLL					
Salaries and Wages	500110	\$1,134,500	\$1,157,450	\$22,950	2.0%
Temporary & Part Time Wages	500130	38,750	52,800	\$14,050	36.3%
Retirement Contributions	500210	114,150	124,050	\$9,900	8.7%
FICA	500250	84,950	90,150	\$5,200	6.1%
Health Insurance	500260.01	122,700	141,800	\$19,100	15.6%
Unemployment Insurance	500260.02	3,950	3,350	-\$600	-15.2%
Workers Comp	500280	3,050	3,750	\$700	23.0%
TOTAL PAYROLL		\$1,502,050	\$1,573,350	\$71,300	4.7%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$7,350	\$5,825	-\$1,525	-20.7%
Automobiles	502040	7,000	7,300	\$300	4.3%
Building Rental	505820.01	112,400	115,550	\$3,150	2.8%
Utilities	505820.02	10,900	11,300	\$400	3.7%
Bldg. Supplies/Repair	505820.03	4,350	5,250	\$900	20.7%
Office Cleaning	505820.04	11,100	11,850	\$750	6.8%
Credit Card Fees	502070	4,800	5,000	\$200	4.2%
Data Processing	502140	1,500	1,050	-\$450	-30.0%
Dues and Subscriptions	502290	36,850	36,475	-\$375	-1.0%
Equipment Repair	502750	19,300	20,850	\$1,550	8.0%
Insurance Premiums	502230	12,600	13,000	\$400	3.2%
Minor Office Furn/Supplies	501190	1,050	4,200	\$3,150	300.0%
Misc. A & G	501260	17,450	22,000	\$4,550	26.1%
Office Supplies	501240	8,050	7,600	-\$450	-5.6%
Other Professional Services	504580	2,800	3,000	\$200	7.1%
Postage and Freight	502220	9,200	11,500	\$2,300	25.0%
Printing and Binding	502380	300	0	-\$300	-100.0%
Telephone	505550	15,150	16,800	\$1,650	10.9%
Training Expense	504590	26,850	41,000	\$14,150	52.7%
TOTAL ADMINISTRATIVE		\$309,000	\$339,550	\$30,550	9.9%
MARKETING					
ADVERTISING					
Ad Production	505010	\$115,200	\$229,000	\$113,800	98.8%
Billboards	505020	157,200	128,000	-\$29,200	-18.6%
Brochures and Printed Material	505030	114,350	179,200	\$64,850	56.7%
Direct Mail	505050	39,950	68,575	\$28,625	71.7%
Digital Advertising	505060.01	418,600	395,000	-\$23,600	-5.6%
Other Advertising	505060.02	729,000	460,000	-\$269,000	-36.9%
Print Advertising	505070	206,350	127,500	-\$78,850	-38.2%
Radio & TV Advertising	505080	260,000	185,000	-\$75,000	-28.8%
TOTAL ADVERTISING		\$2,040,650	\$1,772,275	-\$268,375	-13.2%
TRAVEL					

<u>Travel Expenses</u>	505690	\$39,300		\$44,850		\$5,550	14.1%
OTHER MARKETING							
<u>Market Research</u>	502470	\$62,450		\$52,525		-\$9,925	-15.9%
<u>Group Incentives</u>	502120	80,000		79,450		-\$550	-0.7%
<u>Entertainment</u>	502200	5,800		10,725		\$4,925	84.9%
<u>Exhibition Fees</u>	504640	43,050		51,325		\$8,275	19.2%
<u>FAM Tour Expense</u>	504650	19,400		23,600		\$4,200	21.6%
<u>Misc. Marketing Expense</u>	502280.01	24,300		26,275		\$1,975	8.1%
<u>Misc. Convention Marketing</u>	502280.02	27,900		40,450		\$12,550	45.0%
<u>Digital Marketing</u>	502280.03	82,650		155,650		\$73,000	88.3%
<u>Airport/Expo Concession Fees</u>	502280.04	2,500		1,600		-\$900	-36.0%
<u>Photo Processing</u>	502360	0		0		\$0	N/A
<u>Public Relations</u>	502400.01	17,650		54,600		\$36,950	209.3%
<u>Event Public Relations</u>	502400.02	9,300		12,900		\$3,600	38.7%
<u>Annual Banquet Expenses</u>	502400.03	20,000		25,450		\$5,450	27.3%
<u>Specialty Items</u>	504620	24,800		25,900		\$1,100	4.4%
<u>Receptions</u>	504660	4,650		2,700		-\$1,950	-41.9%
TOTAL OTHER MARKETING		\$424,450		\$563,150		\$138,700	32.7%
TOTAL MARKETING		\$2,504,400		\$2,380,275		-\$124,125	-5.0%
CONVENTION SERVICES							
<u>Misc. Convention Services</u>	504540.01	\$3,250		\$3,500		\$250	7.7%
<u>Convention Housing Expenses</u>	504540.02	1,600		5,500		\$3,900	243.8%
<u>Shuttle Service</u>	504610	2,150		0		-\$2,150	-100.0%
TOTAL CONVENTION SERVICES		\$7,000		\$9,000		\$2,000	28.6%
CONTINGENCY							
<u>Contingency</u>	502780	\$365,250		\$0		-\$365,250	-100.0%
CAPITAL EXPENSES							
<u>Office Furniture and Equipment</u>	508110.01	\$0		\$0		\$0	N/A
<u>Bldg. Improvement Expenses</u>	508110.02	0		0		\$0	N/A
<u>Computer Hardware</u>	501220	3,450		7,500		\$4,050	117.4%
<u>Computer Software</u>	501230	10,300		12,025		\$1,725	16.7%
<u>Other Equipment</u>	508170	600		0		-\$600	-100.0%
<u>Destination Springfield</u>	508220	0		0		\$0	N/A
TOTAL CAPITAL EXPENSES		\$14,350		\$19,525		\$5,175	36.1%
TOTAL BUREAU EXPENSES		\$4,702,050		\$4,321,700		-\$380,350	-8.1%
		REVENUE		\$4,321,700			
		PROFIT/LOSS		\$(0)			



EXPLANATION TO COUNCIL BILL 2023-148 (LEE)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community .

BACKGROUND INFORMATION: The Arts Council is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others.

The Arts Council will receive four and one-half percent (4.5%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism in the community. Entering into an agreement will continue the funding of the Arts Council from the City's hotel/motel gross receipts tax. The City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.

REMARKS: The Arts Council has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Operations Manager, and a part-time Bookkeeper and Exhibitions Manager. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



- Attachments:**
1. Springfield Regional Arts Council Annual Contract_ord
 2. Exhibit A- Contract Draft Spfd Regional Arts Council Hotel Motel Tax 23 24
 3. SRAC attachment

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 05-30-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023- _____

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Arts Council is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism; and

WHEREAS, the City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.

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 the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

35 Passed at meeting: _____

36
37 _____
38 Mayor

39
40 Attest: _____, City Clerk

41
42 Filed as Ordinance: _____

43
44
45 Approved as to form: _____, Assistant City Attorney

46
47
48 Approved for Council action: _____, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2023	TERMINATION DATE JUNE 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as *Exhibit 1*, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- TERM. The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.
- SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform the services described in *Exhibit 1*, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1*.
- AGREEMENT ADMINISTRATION. The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

- FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

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

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor 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. **This contractor 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. **This contractor 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.**

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **ATTORNEY FEES.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX

transmission or electronic mail (if to Contractor) 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.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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 the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.



EXPLANATION TO COUNCIL BILL 2023-149 (CARROLL)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities.

The Commission will receive four and one-half percent (4.5%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events. The City estimates that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200. Entering into an agreement will continue the funding of the Commission from the City's hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of twelve perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University, the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), the Springfield Cardinals, and the Missouri Sports Hall of Fame, and other directors as elected.

The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. Greater Springfield Area Sports Commission Annual Contract_ord
 2. Exhibit A- Contract Draft Sports Commission Hotel Motel Tax FY 23 24 JB 5.18.23
 3. FY24 Sports Commission Scope of Services (002)

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 05-30-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-149

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Commission is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events; and

WHEREAS, the City estimates that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.

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 the Greater Springfield Area Sports Commission, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

Approved for Council action: Juan C. Hays City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2023	TERMINATION DATE June 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as **Exhibit 1**, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in **Exhibit 1**, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in **Exhibit 1**.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2023 and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. **Subcontractor's Books and Records:** The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified

individual with a disability, or political opinion or affiliation, against any employee of Contractor 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.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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. This contractor and subcontractor shall abide by the requirements of 41C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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 the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2023-2024 Business Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff such sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.



EXPLANATION TO COUNCIL BILL 2023-151 (HARDINGER)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of mutually terminating the Joint Venture Landfill Gas-to-Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all electric generating equipment and all other remaining assets associated with the Project.

PURPOSE: To authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of terminating the 2005 Memorandum of Understanding affirming a Joint Venture Landfill Gas to Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all Electric Generating equipment and all other remaining assets associated with the project.

BACKGROUND INFORMATION: Special Ordinance No. 24771 was passed by City Council on April 18, 2005 and authorized the City to enter into a Memorandum of Understanding ("MOU") with City Utilities of Springfield, Missouri on a Joint Venture Landfill Gas to Energy ("LFGTE") Project.

For more than 15 years, the City and City Utilities successfully operated the LFGTE project, which consisted of a 3.2 gross MW, multi-unit, electric generation system, fueled by methane gas produced by the City's Noble Hill Municipal Landfill. This renewable energy project generated electricity, which was connected to the electric distribution system owned and operated by City Utilities.

The 2005 MOU and 2007 Joint Venture Operating Plan outlined the process by which revenue generated from the production of electrical power would be used to pay for the capital investment and operating expenses associated with the project. The agreement also provided that any new capital investments in the LFGTE project would be included in the annual budgeting and cost recovery process.

Due to federal air quality regulations, the City of Springfield is required to make a significant horizontal and vertical expansion of the landfill gas collection and condensate treatment system. This expansion project has been an anticipated part of the landfill operating plan for several years.



The landfill gas collection expansion project will be a significant investment for the City and will be well beyond the of the remaining value of the LFGTE project. Adding this large capital investment to the existing agreement will create a significant change in the cash flow that was anticipated in the original agreement.

Since the 2005 MOU, the Department of Environmental Services has gained considerable experience with operating similar engine generators at the Southwest Wastewater Treatment Plant and is in a position to operate the generators going forward.

Both the City and City Utilities agree that the project has been successful, but with the impending capital improvements at the landfill, and the remaining value of the Engine Generators and project assets, it is in the mutual best interest of both parties to terminate the joint project and sell the remaining assets to the City.

RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Noble Hill Landfill Renewable Energy Center
2. Noble Hill Landfill Renewable Energy Center_EXH A
3. Noble Hill Landfill Renewable Energy Center_EXH B
4. Noble Hill Landfill Renewable Energy Center BA_EXH C

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed 05-30-23

Sponsored by Hardinger

First Reading

Second Reading

COUNCIL BILL 2023-151

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of
2 Understanding with City Utilities of Springfield, for the purpose of
3 mutually terminating the Joint Venture Landfill Gas-to-Energy Project;
4 and to approve a budget adjustment for Fiscal Year 2022-2023 for the
5 Department of Environmental Services in the amount of
6 \$1,848,568.30 to appropriate retained earnings from the Solid Waste
7 Fund for the acquisition all electric generating equipment and all other
8 remaining assets associated with the Project.
9

10
11 WHEREAS, in 2005, the City of Springfield and City Utilities ("CU") entered into a
12 Memorandum of Understanding (Special Ordinance 24771) to cooperatively develop a
13 Joint Venture Landfill Gas-To-Energy Project (hereinafter "LFGTE Project") that would
14 collect methane gas at the City of Springfield Noble Hill Municipal Landfill and use it to
15 generate electrical energy, with a projected 3.2 megawatts of generated power; and
16

17 WHEREAS, the City/CU Joint Venture Project successfully generated gross
18 megawatts of renewable energy, which was connected to the electric distribution
19 system owned and operated by CU; and
20

21 WHEREAS, the 2005 Memorandum of Understanding, along with the
22 corresponding Joint Venture Operating Plan, obligate both parties to share in capital
23 costs associated with the Landfill Gas Collection and Condensate Treatment System
24 ("GCCTS"); and
25

26 WHEREAS, according to Title 40 of the Code of Federal Regulations, the Noble
27 Hill Municipal Landfill is required to make a significant horizontal and vertical expansion
28 of the Landfill GCCTS to meet Non-methane Organic Compound ("NMOC") emission
29 standards, which expansion project has been anticipated, and in the landfill operating
30 plan for several years, and will require a significant capital investment by the City; and
31

32 WHEREAS, after eighteen years, both parties agree that although the project has
33 been successful, with the impending capital improvements to the Landfill GCCTS, there

will be a significant change in the cash flow projections anticipated in the original agreement; and

WHEREAS, in light of the above, it is in the mutual, best interest of City and City Utilities to terminate the joint Project and separate any joint effort resulting from the Project, including Project maintenance and operation responsibilities, Project revenue and expenses, and Project assets as described in "Exhibit A."

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of terminating the original 2005 Memorandum of Understanding (2005-0937) and lease agreement (2005-1254) related to the Joint Venture Landfill Gas to Energy Project, and delineating ownership, duties, and responsibilities of each party as to the remaining assets and operating documents, including the Credits Management Plan, said MOU to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit B" and to do those things reasonably necessary to carry out the intent of this council bill, including execution of any documentation required to terminate the joint venture and allow the City to proceed with managing the LFGTE Project provided said documentation is in a form approved by the City Attorney.

Section 2 – The budget for the Fiscal Year 2022-2023 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 065, a copy of which is attached hereto to and incorporated herein by reference as "Exhibit C."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

80
81 Approved as to form: Jim Millington, Deputy City Attorney
82
83
84 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

Asset ID	Product	Profile ID	Descr	Class	Location	Acq Date	Sum	COST	DEPR_LTD	Monthly	NBV	Category
							Quantity			DEPR		
000000058512110000	E341FENCE	Fence	FENCE	LFG000	2006-05-01	1		26,098.20	18,703.67	93.52	7,394.53	POTH
000000058513110000	E341RDPV	Roadway And Paving	RDPV	LFG000	2006-05-01	1		31,098.32	22,287.18	111.44	8,811.14	POTH
000000058514110000	E341LTPWR	Light And Power System	BLDGS	LFG000	2006-05-01	1		396,401.90	284,088.00	1,420.44	112,313.90	POTH
000000058515110000	E341STRUCT	Structure	BLDGS	LFG000	2006-05-01	1		350,618.29	251,276.49	1,256.38	99,341.80	POTH
000000058516110000	E341STRUCT	Plumbing & HVAC	BLDGS	LFG000	2006-05-01	1		66,221.12	47,458.49	237.29	18,762.63	POTH
000000058517110000	E341YARD	Yard Improvements	BLDGS	LFG000	2006-05-01	1		52,440.30	37,582.16	187.91	14,858.14	POTH
000000058518110000	E341YARD	Building/Eng Gen Foundation	BLDGS	LFG000	2006-05-01	1		175,857.94	126,031.51	630.16	49,826.43	POTH
000000058519110000	E341YARD	Transformer Pads	BLDGS	LFG000	2006-05-01	2		8,536.79	6,118.00	30.59	2,418.79	POTH
000000058520110000	E341YARD	Oil Storage Tank Containment	BLDGS	LFG000	2006-05-01	1		18,293.13	13,110.00	65.55	5,183.13	POTH
000000058521110000	E345XFRM	Step Up Transformer	TURBINE	LFG000	2006-05-01	1		103,661.06	60,469.03	302.35	43,192.03	POTH
000000058523110000	E344LUBE01	Oil Storage Tanks	TURBINE	LFG000	2006-05-01	2		48,781.67	28,456.00	142.28	20,325.67	POTH
000000058525110000	E342MCONDS	Methane Condensation Remv Sys	TURBINE	LFG000	2006-05-01	1		30,488.55	20,833.84	104.17	9,654.71	POTH
000000058526110000	E341STRUCT	300 gal Water Storage Tank Sys	BLDGS	LFG000	2006-05-01	1		1,097.59	786.65	3.93	310.94	POTH
000000058527110000	E342MFILT	Methane Filtration System	TURBINE	LFG000	2006-05-01	1		229,273.86	156,670.48	783.35	72,603.38	POTH
000000058530110000	E344GEN01	Generator	TURBINE	LFG000	2006-06-01	1		1,643,938.56	954,169.57	4,794.82	689,768.99	POTH
000000058531110000	E344CNTLS	Turbine Controls	TURBINE	LFG000	2006-06-01	1		457,328.20	265,440.94	1,333.87	191,887.26	POTH
000000058532110000	E344COOL05	Cooling Sys Fogging System	TURBINE	LFG000	2006-06-01	1		589,038.72	341,887.97	1,718.03	247,150.75	POTH
000000081412110000	E341ROOF	EPDM Roof Sys over Metal Roof	BLDGS	LFG000	2015-06-01	1		42,030.50	13,705.44	150.61	28,325.06	POTH
000000085060110000	E341SECURI	E-Lock Security	TURBINE	LFG000	2015-05-01	1		1,449.48	1,111.29	12.08	338.19	POTH
000000085350110000	E315GENMT	NHIREC	PG OTHER	LFG000	2014-06-01	1		4,690.63	604.73	6.65	4,085.90	PSTM
000000102450110000	E341STRUCT	Noble Hill Stack Extension	BLDGS	LFG000	2021-11-01	1		232,552.20	11,666.36	833.31	220,885.84	POTH
000000102452110000	E341STRUCT	Noble Hill Stack Extension	BLDGS	LFG000	2021-11-01	0		1,188.73	59.64	4.26	1,129.09	POTH
								4,511,085.74	2,662,517.44	14,222.99	1,848,568.30	

**MEMORANDUM OF UNDERSTANDING TERMINATING
JOINT VENTURE LANDFILL GAS-TO-ENERGY PROJECT**

On this ____ day of _____, 2023, **CITY UTILITIES OF SPRINGFIELD, MISSOURI** (hereinafter “City Utilities”) and the **CITY OF SPRINGFIELD, MISSOURI** (hereinafter “City of Springfield”) entered into the following Memorandum of Understanding terminating the original 2005 Memorandum of Understanding concerning the Joint Venture Landfill Gas-to-Energy-Project (hereinafter ‘Project’):

I. Purpose:

WHEREAS, in 2005, the City of Springfield and City Utilities entered into a Memorandum of Understanding (Council Bill 2005-096) concerning the Joint Venture Landfill Gas-to-Energy-Project (hereinafter ‘Project’) for the productive use of the Noble Hill Landfill methane gas; and

WHEREAS, because the Project provided a mutual benefit to the community, the parties agreed to cooperatively develop a Joint Venture Landfill Gas-To-Energy (LFGTE) Project that would collect methane gas at the City of Springfield Municipal Landfill and utilize it in an efficient and beneficial manner for the production of electrical energy with a projected 3.2 MW of generated power to the electrical distribution system; and

WHEREAS, the 2005 Memorandum of Understanding, along with the corresponding Joint Venture Operating Plan, obligate both parties to share in capital costs associated with the Landfill Gas Collection and Condensate Treatment System (GCCTS); and

WHEREAS, according to Title 40 of the Code of Federal Regulations, the Noble Hill Municipal Landfill is required to make a significant horizontal and vertical expansion of the Landfill GCCTS to meet Non-methane Organic Compound (NMOC) emission standards. While this expansion project has been an anticipated part of the landfill operating plan for several years, it will require a significant capital investment by the City; and

WHEREAS, after eighteen years, both parties agree that the project has been successful, but with the impending capital improvements to the Landfill GCCTS, there will be a significant change in the cash flow projections anticipated in the original agreement; and

WHEREAS, given the City’s proximity to the engine generators and current experience with operating similar generators at the Southwest Wastewater Treatment Plant location, the City is in the best position to operate the engine generators going forward; and

WHEREAS, in light of the above, it is in the mutual, best interest of City and City Utilities to terminate the joint Project and separate any joint effort resulting from the Project, including Project assets, Project maintenance and operation responsibilities, and Project revenue and expenses; and

WHEREAS, City and City Utilities mutually agree the joint Project is terminated, and this Memorandum of Understanding Terminating Joint Venture Landfill Gas-to-Energy-Project (hereinafter 'Termination MOU') will serve to terminate the original MOU (2005-0937) and the lease agreement (2005-1254).

NOW, therefore, City and City Utilities mutually agree as follows:

II. Delineation of Responsibilities: Each party agrees to the following points of termination for the Project, as listed below:

A. City Utilities and the City of Springfield jointly agree:

1. All permits for the Landfill Gas-To-Energy (LFGTE) Project, including the Electric Generation System (EGS), and the Gas Collection and Condensate Treatment System (GCCTS), each a part of the LFGTE Project, shall remain or be transferred into the name of the City. City Utilities agrees to do all things necessary to transfer any permits into the City's name.
2. The City will purchase all remaining EGS equipment and other assets of the project, at their net book value, as listed in Exhibit A. Remaining assets will be transferred into the name of the City.
3. Any and all design plans, "Operations Plan", operations and maintenance activities, capital expenditures, and reporting requirements for all components of the Project will become the responsibility and property of the City. Included in this plan will be all budgets, maintenance schedules, planned outage schedules, construction (expansion) schedules, and emergency response protocols for equipment failures, gas well failures, etc.
4. The "Credits Management Plan" for all "credits," "allowances," and "attributes" (existing and future) produced by the Project, as well as all revenue from the sale or use of any "credits," "allowances," and "attributes" generated by the Project will be owned by the City.
5. The Parties agree to establish clear lines of demarcation between the GCCTS and EGS, and both parties agree that they will be responsible for liability issues related to their area of remaining responsibility concerning the GCCTS and EGS after termination of the Project.
6. All associated equipment and power distribution lines from City Utilities' metering point to the selected site are transferred back to City of Springfield with the termination of the Project.

B. The City of Springfield shall:

1. Operate, expand, modify, and maintain the EGS equipment at their sole discretion. Any power generated will be credited to the City at the sum of the Avoided Variable Cost of Energy Credit and the Fuel Adjustment Credit as adopted by CU.
2. Have the right to sell or find other purposes for any or all landfill gas not used by EGS.
3. Enter into a generator interconnection agreement with City Utilities to ensure the safe operation of the generator connected to City Utilities distribution system.

C. City Utilities shall:

1. Continue to provide the power distribution infrastructure necessary to operate the EGS and GCCTS.
2. Bill the City of Springfield for consumption of electricity at the site at the rate schedules approved by City Council.

The parties have signed this Memorandum of Understanding on the date first written above.

CITY OF SPRINGFIELD, MISSOURI

By _____

Title _____

Approved as to form and content:

City Attorney

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By _____

Title _____

Approved as to form and content:

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

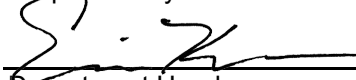
Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	508170	000000	00000	1,848,568.30	2023 MOU Terminating City/CU Joint Venture Landfill Gas to Energy Project - Acquisition of All Electric Generating Equipment & All Other Assets Associated With the Project
Net Expenditure Adjustment						1,848,568.30	

Fund Balance Appropriation:

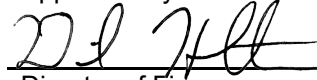
Fund	Title	Amount
55010	Solid Waste Fund	(1,848,568.30)

Explanation: To amend the FY2022-23 budget of the Department of Environmental Services by appropriating fund balance reserves of \$1,848,568.30 from the Solid Waste Enterprise Fund for the acquisition of all electric generating equipment and all other assets associated with the City/CU Joint Venture Landfill Gas to Energy Project due to project termination based on 2023 MOU.

Requested By:


Department Head 5-30-2023
Date

Approved By:


Director of Finance 5-30-2023
Date

Authorization:

Council Bill No. 2023-151
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-152 (SIMPSON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Battlefield Corridor Improvements – Lone Pine to Luster; accepting the bid of Hartman and Company, Inc., in the amount of \$1,394,971.04 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

PURPOSE: Approving the plans and specifications for Battlefield and Lone Pine Intersection Improvements, Plan No. 2020PW0089, and Battlefield Road and Luster Avenue Signal Replacement, Plan No. 2021PW0025, accepting the bid of Hartman and Company, Inc., for construction of the Battlefield Corridor Improvements Project Lone Pine to Luster, as shown on attached "Exhibit A," project location map, and authorizing the City Manager, or his designee, to enter into a contract ("Exhibit B") with such bidder.

BACKGROUND INFORMATION: This project includes signal and turn lane improvements at the intersection of Battlefield and Lone Pine as well as replacement of the traffic signal at Battlefield and Luster. Other improvements include new sidewalk and a connection to the Galloway Creek Greenway Trail. In addition, there will be some concrete pavement replacement on Battlefield between Lone Pine and Glenstone.

Bids were solicited for this project by advertising in the Daily Events from March 31, 2023, through April 4, 2023. Bids were opened for the project at 10:30 a.m. on May 2, 2023, with the following bid received:

<u>Contractor</u>	<u>Bid Amount with Add</u>
<u>Alternate</u>	
Hartman and Company, Inc.	\$1,394,971.04
Engineer's Estimate	\$1,109,874.18

The bid for the project was 25.7% above the Engineer's Estimate. Public Works believes that the bid received was reasonable due to the amount of work in the area and the increase in costs in today's market. Rebidding the project may result in delaying a portion of the project to the next construction season.

The low bid, if accepted, will be funded from the 1/4-cent Capital Improvements Sales Tax and 1/8-cent Transportation Sales Tax, and is already budgeted .

Supports the following City Council Priorities:



- Public Safety
- Quality of Place
- Economic Vitality

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc. as the lowest responsible bid and passage of this ordinance.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Battlefield Corridor_ord
2. Battlefield Corridor_exhA
3. Battlefield Corridor_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 05-30-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-152

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Battlefield Corridor Improvements –
2 Lone Pine to Luster; accepting the bid of Hartman and Company, Inc.,
3 in the amount of \$1,394,971.04 for said project; and authorizing the
4 City Manager, or his designee, to enter into a contract with such
5 bidder.
6 _____
7

8 WHEREAS, the City desires to make various improvements to the Battlefield
9 Road corridor in the area depicted on “Exhibit A,” which is attached hereto and
10 incorporated herein by this reference, specifically Battlefield and Lone Pine Intersection
11 Improvements, Plan No. 2020PW0089, and Battlefield Road and Luster Avenue Signal
12 Replacement, Plan No. 2021PW0025 (referred to collectively as the “Project”); and
13

14 WHEREAS, the Project includes signal and turn lane improvements at the
15 intersection of Battlefield and Lone Pine, replacement of the traffic signal at Battlefield
16 and Luster, concrete pavement replacement, a new sidewalk, and a connection to the
17 Galloway Creek Greenway Trail; and
18

19 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
20 *Events* from March 31, 2023, to April 4, 2023. Bids were opened on May 2, 2023; and
21

22 WHEREAS, Hartman and Company, Inc. is the lowest responsive and
23 responsible bidder for the Project.
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 hereby approves the plans and specifications for the
29 Battlefield and Lone Pine Intersection Improvements, Plan No. 2020PW0089, and the
30 Battlefield Road and Luster Avenue Signal Replacement, Plan No. 2021PW0025, and
31 accepts the bid of Hartman and Company, Inc., for said Project, at the price and sum of
32 \$1,394,971.04, except as said sum may be lawfully increased or decreased by the
33 actual quantities of work units involved.

34
35 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
36 a contract with said bidder for such work, said contract to be in substantially similar form
37 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
38 B,” and in accordance with the terms of the bid, the plans, and the specifications.
39

40 Section 3 – All workers performing work under the contract attached hereto as
41 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
42 work of a similar character in this locality or the public works contracting minimum wage,
43 whichever is applicable. Contractor shall fully comply with the provisions and
44 requirements of the Missouri State Prevailing Wage Law. Contractors and any
45 subcontractor performing work under this contract must provide a 10-hour OSHA
46 construction safety training program, or similar program approved by the Department of
47 Labor, for on-site employees, unless employees demonstrate they previously completed
48 the program.
49

50 Section 4 – This Ordinance shall be in full force and effect from and after
51 passage.
52

53 Passed at meeting: _____
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

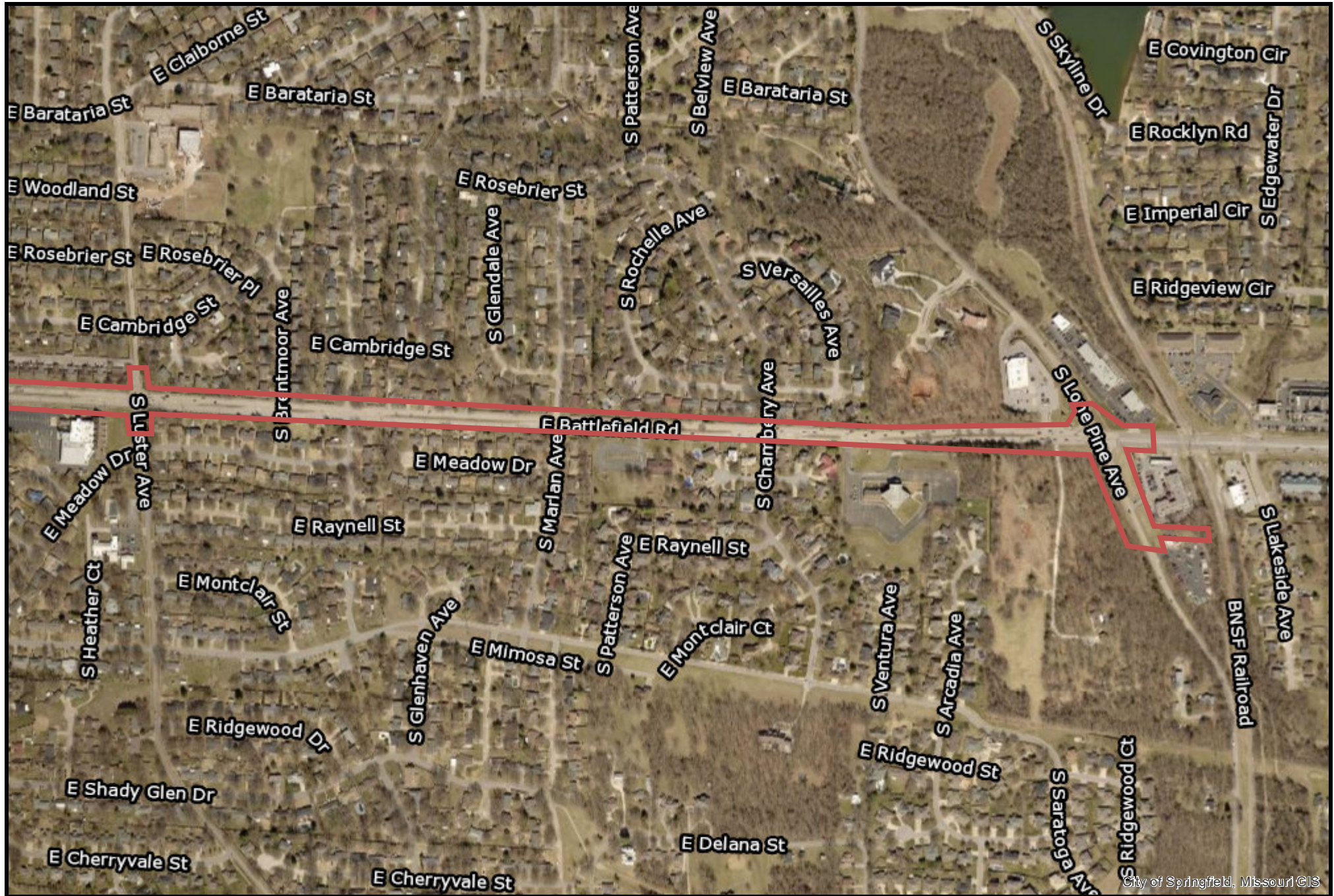
60 Filed as Ordinance: _____
61

62 _____
63 Approved as to form: _____, Assistant City Attorney
64

65 _____
66 Approved for Council action: _____ City Manager

Battlefield Corridor Improvements

Exhibit A



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1932 FAX: (417) 864-1983 ATTN: NICHOLAS EDELMAN, PE DEPT.: PUBLIC WORKS		NAME: HARTMAN & COMPANY, INC ADDRESS: 1200 E. WOODHURST DRIVE J-200 SPRINGFIELD, MO. 65804 PHONE: (417) 882-2062 FAX: ATTN: DEAN HARTMAN	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

BATTLEFIELD CORRIDOR IMPROVEMENTS – LONE PINE TO LUSTER

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 150 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate

insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

f. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$1,394,971.04 (One Million Three Hundred Ninety-Four Thousand Nine Hundred Seventy-One Dollars and 4 Cents)** (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to

cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$5,900 for Schedule A,B,D, and add alternate E per day and \$2,800 for Schedule C per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate

to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

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

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **\$1,394,971.04 (One Million Three Hundred Ninety-Four Thousand Nine Hundred Seventy-One Dollars and 4 Cents)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished

hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this Contract 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 Contractor 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. This contractor and 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. This contractor and 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.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. 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.

27. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

28. 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.

29. 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 adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c

Women Owned c

Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee



EXPLANATION TO COUNCIL BILL 2023-157 (JENSON).

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, for improvements to West Sunshine Street, South West Bypass, and South Moore Road, to facilitate the construction of a 22.72-acre retail development generally located at the southeast corner of West Sunshine Street and South West Bypass.

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC ("Developer"), for improvements to West Sunshine Street, South West Bypass, and South Moore Road to facilitate construction of an 22.72-acre retail development, for a reimbursement amount not to exceed \$6,074,503.

BACKGROUND INFORMATION: The Developer has indicated its desire to construct Sunshine Towne Centre, a 22.72-acre retail development located at the southeast corner of the intersection of West Sunshine Street and South West Bypass. A national retailer plans to construct a 150,000 ft² (approx.) general retail facility on a 13-acre lot located over the western half of the development and serve as the anchor tenant. The remainder of the development will consist of four smaller lots for retail/commercial use. In order to provide a suitable site, improvements to the adjoining portions of West Sunshine Street, South West Bypass, and Moore Road, as well as construction of new internal streets are required.

The required public improvements are estimated to cost approximately \$6.02 million. The Developer has requested that the City use both an Infrastructure Reimbursement Agreement and a Community Improvement District to reimburse Developer for these improvements.

This Ordinance will authorize an Infrastructure Reimbursement Agreement ("Exhibit 1") that will reimburse Developer up to \$4,020,560 for the costs of the improvements to West Sunshine Street, South West Bypass, and South Moore Road using one-half of the City's 1-cent (1%) general revenue, ¼-cent (0.25%) capital improvements, and 1/8-cent (0.125%) transportation sales taxes that are generated solely by the proposed retail development. The Agreement has a term of 15 years and includes an interest rate on the unpaid balance of 6% per annum. The cap on reimbursement under the Infrastructure Reimbursement Agreement, including interest, is \$6,074,503.

The Agreement also contains a commitment to establish a community improvement

district (“CID”) on the proposed retail development, excluding the anchor tenant site, to pay for the balance of the public improvements consisting of the required internal streets, which are estimated to be \$2 million. These two incentives are not being considered concurrently because the Developer has not yet closed on all of the property, and the CID Petition must be signed by the property owner. A separate Council Bill to consider approval of the proposed CID Petition will be presented for Council action.

The City has used Infrastructure Reimbursement Agreements in the past to reimburse the developer for public improvements associated with projects such as the Lowe’s on North Kansas Expressway, the James River Towne Center/Walmart Supercenter on East Independence Street, Costco on East Chestnut Expressway, and Buc-ee’s at I-44 Exit 84. These agreements are structured as contracts between the City and the developer, wherein the developer designs, funds and builds certain public improvements, and is reimbursed through a portion of the local sales taxes generated by the development. Some communities call these agreements “sales tax rebate agreements.”

City Council adopted the *Economic Development Incentives Policy Manual* to provide guidance for the use of economic development incentives in 2011 (Resolution 9855) and it has been most recently amended in 2018 (Resolution 10417). The following policies apply to this project.

2	All discretionary incentives will be subject to a “but for” test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. Discretionary incentives will only be granted to those project that would not otherwise occur if incentives were not provided, unless the City council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.	The Developer has indicated that the requested incentives are necessary to make the project financially feasible.

3	Discretionary incentives will be granted only at the level necessary to make the project financially feasible.	The Developer has indicated that the requested incentives are necessary to make the project financially feasible.
4	All projects receiving incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning and building codes.	The proposed retail development is consistent with the <i>Forward SGF Comprehensive Plan</i> , which designates the development site as part of the City Corridor Placetype. This placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The development site is currently pending rezoning from Greene County C-2, General Commercial District; Greene County R-1, Suburban Residence District; Greene County Plot Assignment District No. 1901; and City of Springfield GR, General Retail District to HC, Highway Commercial District with Conditional Overlay District No. 225 (Zoning Case Z-4-2023 w/COD #225) to allow construction of the proposed retail development. The Planning and Zoning Commission considered this request on May 11, 2023, and recommended approval by a vote of 8 to 0. The City Council will hold a public hearing to consider this request on June 5, 2023. The proposed development will comply with all applicable zoning and building codes.

5	Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.	The intersection of West Sunshine Street and South West Bypass is a strategically important commercial node on the west side of Springfield. The proposed retail shopping center is anticipated to generate a substantial amount retail sales activity, which bolster this commercial node, expand the City's tax base, promote economic stability, and improve the provision of municipal services City-wide.
	Specific Policies	Response
6	Infrastructure Agreements will be used for public works improvements only.	Reimbursement will be for public improvements only.
7	Sales tax reimbursement contracts will typically use 50% of the City's 1% general sales tax to reimburse the developer for the public improvements. Dedicated taxes, such as the capital improvements and transportation sales taxes, will not typically be utilized in the sales tax reimbursement.	This ordinance will authorize reimbursing the Developer using one-half (50%) of the City's 1-cent (1%) general revenue, ¼-cent (0.25%) capital improvements, and ⅛-cent (0.125%) transportation sales taxes. Utilization of portions of the capital improvements and transportation sales taxes for the required road improvements is consistent with the intended purposes of those sales taxes. Furthermore, utilizing portions of these sales taxes in addition to a portion of the general revenue sales tax will result in a faster reimbursement and less accrued interest.

8	City reimbursement to the developer will typically occur over a three (3) to five (5) year period and will be explicitly defined in the Infrastructure Agreement. Outstanding developer expenditures not reimbursed at the end of the Agreement term will be the developer's responsibility.	This ordinance will authorize a term not to exceed 15 years, however, it is anticipated that reimbursement will occur earlier. In any event, any expenditures not reimbursed at the end of 15 years will be the developer's responsibility. While the recommended term exceeds that typically recommended by the policy, it is the length necessary to fully reimburse the developer for the public improvements, which are necessary to make the project financially feasible.
9	The City will pay the developer interest on the unpaid balance of the public improvement at a rate of two percent (2%) over the latest City general obligation bond issue.	The City's most recent general obligation bond issue in 2017 had a yield of 3%. The City's policy therefore suggests the interest rate be set at 5%. However, according to the Finance Department, if the City were to issue general obligation bonds now, the estimated yield would be approximately 4%. The interest rate stipulated in the Agreement is 6%, which is 2% above the current estimated bond yield. Staff believes this rate is reasonable considering the length of time that has elapsed since the City's last general obligation bond issue. Furthermore, the Developer has indicated this rate is necessary for the project to remain feasible.

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REMARKS: Staff recommends approval. No budget adjustment is needed at this time because the proposed retail shopping center is not anticipated to begin producing sales tax revenues prior to the end of the current fiscal year. Appropriations for future years will be handled via the annual budget process until the maximum reimbursement cap of \$6,074,503 has been reimbursed to Springfield West Partners, LLC.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Sunshine Towne Centre Infrastructure Reimb Agrmt_Ord
2. Sunshine Towne Centre Infrastructure Reimbursement Agreement_exh1 (amended 6 1 2023)

One-rdg. _____
P. Hrngs. _____
Pgs. 41
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-157

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, to enter into an Infrastructure Reimbursement
3 Agreement with Springfield West Partners, LLC, for improvements
4 to West Sunshine Street, South West Bypass, and South Moore
5 Road, to facilitate the construction of a 22.72-acre retail
6 development generally located at the southeast corner of West
7 Sunshine Street and South West Bypass.
8
9

10 WHEREAS, Springfield West Partners, LLC ("Developer"), has indicated its
11 desire to construct Sunshine Towne Centre, a 22.72-acre retail development generally
12 located at the southeast corner of West Sunshine Street and South West Bypass; and
13

14 WHEREAS, a national retailer ("Anchor Tenant") plans to construct a general
15 retail facility of approximately 150,000 square feet on a 13-acre lot over the western half
16 of the retail development; and
17

18 WHEREAS, construction of improvements adjoining portions of West Sunshine
19 Street, South West Bypass, and Moore Road, as well as construction of new streets
20 internal to the retail development, are required to provide a suitable site for this retail
21 development; and
22

23 WHEREAS, these public improvements are estimated to cost approximately
24 \$6.02 million; and
25

26 WHEREAS, the Developer has requested that the City reimburse the Developer
27 for these improvements through an Infrastructure Reimbursement Agreement and a
28 Community Improvement District; and
29

30 WHEREAS, the Infrastructure Reimbursement Agreement uses a portion of the
31 local sales taxes generated by the new retail development, specifically one-half of each
32 of the 1-cent general sales tax, the 1/4-cent capital improvements sales tax, and the

1/8-cent transportation sales tax generated by the retail development to reimburse the Developer up to \$6,074,503, including interest, for these public improvements; and

WHEREAS, the Infrastructure Reimbursement Agreement includes the Developer's commitment to establish a Community Improvement District on a portion of the property, excluding the Retail Tenant site, after the Developer closes on the property to pay for the internal streets required for the retail development, which internal streets are estimated to cost approximately \$2 million, and provides that the Infrastructure Reimbursement Agreement shall automatically terminate if the Developer fails to petition for establishment of the Community Improvement District within ninety (90) days of closing on the property; and

WHEREAS, the Developer has indicated the requested incentives are necessary to make the project financially feasible; and

WHEREAS, this retail development will strengthen the employment and economic base of the City of Springfield.

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

Section 1 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2023 (the “**Effective Date**”), by and between SPRINGFIELD WEST PARTNERS, LLC, a Missouri limited liability company, its successors and assigns (“**Developer**”), and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri (“**City**”).

WHEREAS, Developer intends to purchase certain real estate as set forth and described in Exhibit A attached hereto (the “**Real Estate**”), and to develop, construct, and operate the Retail Development thereon;

WHEREAS, in connection with the construction of the Retail Development, certain public improvements are required within the public right-of-way adjacent to the Real Estate to facilitate development of the Real Estate for the Retail Development; and

WHEREAS, the Retail Development would create a public benefit, and entering into this Agreement is necessary for Developer to pursue its proposed development; therefore, it is mutually beneficial to both parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.
2. Representations by the City. The City represents that:
 - A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.
 - B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his designee has been duly authorized to execute and deliver this Agreement.
 - C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.
 - D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

3. Representations by the Developer. The Developer represents that:

- A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.
- B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

4. Definitions. As used in this Agreement, the following terms are defined as follows:

- A. **“Acquisition”** shall have the meaning set forth in Section 20.
- B. **“Anchor Parcel”** shall mean that part of the Real Estate known as Lot 2, as depicted on the Preliminary Plat, and legally described on Exhibit B attached hereto.
- C. **“Anchor Tenant”** shall mean a national retailer that acquires an interest in the Anchor Parcel, and its successors and assigns.
- D. **“CID”** means a Community Improvement District to be established by the Developer with respect to all or a portion of the Real Estate and maintained pursuant to the CID Act and Section 26 hereof.
- E. **“CID Act”** means the Missouri Community Improvement District Act, Sections 67.1401 – 67.1571, Revised Statutes of Missouri, as amended.
- F. **“CID Petition”** shall have the meaning set forth in Section 26.
- G. **“CID Sales Tax”** means a sales and use tax adopted by the CID pursuant to the CID Petition and the CID Act.
- H. **“Parties”** shall mean, collectively, Developer and the City.
- I. **“Party”** shall mean, individually, Developer or the City.

- J. **"Preliminary Plat"** shall mean the preliminary plat submitted as "Sunshine Towne Centre" to the City, a copy of which is attached hereto as Exhibit C.
- K. **"Receipts"** shall mean any and all of the Developer's itemized invoices, receipts or other information required by the City to confirm that any cost qualifies as an actual cost of the Reimbursable Projects.
- L. **"Reimbursable Project Costs"** shall mean the actual costs of the Reimbursable Projects which have been completed in accordance with all relevant City and State codes, regulations, statutes, and laws, and which the City has approved in accordance with Section 3B of this Agreement. The maximum Reimbursable Project Costs is \$4,020,560.00.
- M. **"Reimbursable Projects"** shall mean those specific projects set forth in Exhibit D.
- N. **"Reimbursable Project Costs Interest"** shall mean interest on the Unpaid Reimbursable Project Costs, which shall bear interest at the rate of 6.0% per annum from the date of acceptance by the City of the Reimbursable Projects until paid by the City. Reimbursable Project Costs Interest shall not exceed \$2,053,942.31.
- O. **"Reimbursement Cap"** shall mean \$6,074,502.31, which shall include all Reimbursable Project Costs and Reimbursable Project Costs Interest.
- P. **"Reimbursement Commencement Date"** shall mean the date six months from the later of (i) the date of acceptance by the City of the last completed Reimbursable Project, or (ii) the first date of retail sales at the Retail Development.
- Q. **"Reimbursement Due Date"** shall mean February 1, May 1, August 1, and November 1 following each calendar quarter from and after the Reimbursement Commencement Date.
- R. **"Reimbursement Funds"** shall mean one-half of the City's 1-cent (1%) general sales tax, one-half of the City's ¼-cent (0.25%) capital improvements sales tax, and one-half of the City's ⅛-cent (0.125%) transportation sales tax generated solely by the Retail Development on the Real Estate.
- S. **"Reimbursement Payment Amount"** shall mean the Undisbursed Reimbursement Funds as of the end of each calendar quarter subject to Section 6.
- T. **"Undisbursed Reimbursement Funds"** shall mean the Reimbursement Funds actually collected by the City which have not been paid to Developer.
- U. **"Unpaid Reimbursable Project Costs"** shall mean the Reimbursable Project Costs which have not been paid to Developer.
- V. **"Retail Development"** shall mean construction of a shopping center together with related accessory structures, parking, and other improvements.

5. Reimbursable Project Costs.

- A. Prior to the opening of the Retail Development for business to the public, Developer agrees to perform or cause to be performed those Reimbursable Projects detailed on Exhibits D at Developer's sole cost and expense, subject to reimbursement from the City as provided herein. Developer shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent applicable, Developer agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of Developer to the extent they are involved with the Reimbursable Projects. Developer agrees to indemnify and hold harmless the City from any damages or claims resulting from any failure of Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable law.
 - B. The Reimbursable Projects shall be constructed in accordance with all relevant City and State codes, regulations, statutes, and laws. The Reimbursable Projects shall be deemed completed in accordance with all such codes, regulations, statutes, and laws upon inspection and approval by the directors of the relevant City departments in accordance with the Code of the City of Springfield, Missouri, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon completion of those Reimbursable Projects, Developer shall submit Receipts to the City. If the City determines that the Reimbursable Projects have been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement thus qualify as Reimbursable Project Costs, then the City shall approve the amounts stated therein for reimbursement. If any amount submitted for reimbursement are not Reimbursable Project Costs, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer's Receipts the reason(s) for withholding its approval and/or if it requires additional Receipts to confirm that the Receipts submitted are Reimbursable Project Costs. If the City does not specify reasons for withholding its approval within said 60-day period, Developer's Receipts shall be deemed approved. Developer shall have the right to identify and substitute other Reimbursable Project Costs with supplemental Receipts for any requested reimbursement that does not qualify as a Reimbursable Project Cost.
6. Reimbursement of Developer's Costs. City agrees to reimburse Developer for the Reimbursable Project Costs and the Reimbursable Project Cost Interest, but in no event shall the City's total obligation exceed the Reimbursement Cap. Such reimbursement to Developer shall be made from the Reimbursement Funds as the Reimbursement Funds become available. The City shall pay to Developer the Reimbursement Payment Amount on or before each Reimbursement Due Date until the earlier of the following to occur: (1) the Reimbursable Project Costs and Reimbursable Project Cost Interest have been paid in full, or (2) the City has paid the Reimbursement Cap. Payments shall be applied first, to the payment of Reimbursable Project Cost Interest, and second, to the reduction of the Unpaid Reimbursable Project Costs. In no event shall the City be required to make more than 60 quarterly reimbursement payments.
7. City's Obligation and Payments. The City's obligation to make any payments set forth in this Agreement is conditioned on the City Council budgeting and appropriating sufficient funds for that purpose in each fiscal year. The City's obligation under this Agreement shall

not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained in this Agreement constitute a pledge of the general credit, tax revenues, funds, or moneys of the City. So long as any Reimbursable Project Costs or Reimbursable Project Cost Interest remains outstanding, the City agrees that it will request an appropriation of all Reimbursement Funds for application to the payment of the Reimbursable Project Costs and Reimbursable Project Costs Interest.

8. Incorporation of Documents. The following Exhibits attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:
 - A. Exhibit A: Description of the Real Estate
 - B. Exhibit B: Description of the Anchor Parcel
 - C. Exhibit C: Preliminary Plat for Sunshine Towne Centre
 - D. Exhibit D: Reimbursable Projects
 - E. Exhibit E: CID Petition
9. Indemnity. Developer hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of the Reimbursable Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City.
10. Assignment. Developer shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City to such assignment or transfer. Nonetheless, Developer may after the completion of construction of the Reimbursable Projects, including obtaining all inspections and approvals from all appropriate Governmental Authorities with respect thereto, irrevocably assign Developer's right to receive all of the Reimbursement Funds to Anchor Tenant (the "**Assignment of Funds Notice**") so long as Developer continues to be responsible for the performance of the obligations contained in this Agreement. Upon receipt by the City from Anchor Tenant of the Assignment of Funds Notice, the City must pay all Reimbursement Funds due under this Agreement directly to Anchor Tenant, notwithstanding any contrary instruction, direction, or assertion of Developer. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with the right of the Developer to encumber or collaterally assign its interest in the Real Estate or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Reimbursable Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment.
11. 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. Developer covenants

that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. The Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Contractor.

12. Discrimination. Developer 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 Developer 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. If applicable, the Developer 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. If applicable, the Developer 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.
13. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statutes, Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Developer is associated with a business entity, Developer shall (or, if applicable, cause contractors to) provide a notarized affidavit acceptable to the City stating that, to the extent such entity has any employees performing the Reimbursable Projects, such business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Reimbursable Projects, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Reimbursable Projects. Additionally, Developer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program with respect to the Reimbursable Projects.
14. Certificate of Compliance with Section 34.600, RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statutes, Sections 34.600 et., seq., Developer shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
15. Reserved.
16. Insurance. Without limiting any of the other obligations or liabilities of the Developer, the Developer shall secure and maintain, at its own cost and expense, throughout the duration of this Agreement, and until the Reimbursable Projects are completed and accepted by

the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it, and the interests of the City of Springfield, against all hazards or risks of loss as hereunder specified, or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the Developer to maintain adequate insurance coverage at all times during the term of the Agreement. Failure of the Developer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

- A. 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 Developer. 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: Director of Risk Management
P.O. Box 8368
Springfield, MO 65801-8368

- B. As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- i. Workers' Compensation: Statutory coverage as per RSMo 287.010 et seq.
- ii. Employer's Liability: \$1,000,000.00
- iii. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Developer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney fees of Developer, its employees, officers or agents. Developer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- iv. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Developer agrees to cause its insurer to name City as an additional insured on such insurance policy.

- 17. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national

overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To Developer: Springfield West Partners, LLC
Attn: Mr. Thomas Walker
2 Hawthorne Estates
Saint Louis, MO. 63131-3029

With a copy to: Spencer Fane LLP
One North Brentwood Boulevard, Suite 1200
St. Louis, MO 63105
Attn: Robert Preston

To City: City Attorney's Office
Fifth Floor
Busch Municipal Building
840 North Boonville
Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice, request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

18. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.
19. Full Force and Effect. This Agreement shall be in full force and effect following its execution by both Parties. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of Developer (or its permitted assign) and the City.
20. Contingency for Acquisition. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon the following:
 - A. The acquisition of the Real Estate by the Developer (the "**Acquisition**"); and
 - B. The submission by Developer of the CID Petition (as defined in Section 26).

In the event Developer does not acquire the Anchor Parcel within 24 months from the Effective Date of this Agreement or submit the CID Petition within ninety (90) days of closing the Acquisition, then this Agreement shall automatically terminate.

21. Term. The term of this Agreement shall end on the first to occur of: (a) the fifteenth (15th) anniversary of the first reimbursement made to Developer by the City; (b) the date Developer has been paid the entire amount of Reimbursement Cap; or (c) the date Developer has been paid the entire amount of Reimbursable Project Costs and Reimbursable Project Cost Interest. Notwithstanding the foregoing, at any time, the

Developer may, by giving written notice to the City, abandon the Retail Development and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Retail Development is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

22. Event of Default. In the event Developer does not begin construction of the Retail Development and Reimbursable Projects within the latter of: (i) two years from the date of building permit approval for the Retail Development; or (ii) three years from the date of the execution of this Agreement, then this Agreement shall automatically terminate.
23. Remedies on Default. In the event of default by either Party, the non-defaulting Party may notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the non-defaulting Party may then commence an action to require and compel duties and obligations required by the provisions. Additionally, notwithstanding anything to the contrary in this Agreement, each Party expressly releases the other Party from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.
24. Validity and Severability. If any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.
25. Records of the City. The City shall keep and maintain adequate records of the Reimbursement Funds it collects and disbursements it makes for reimbursement or payment of the Reimbursable Project Costs and Reimbursable Project Cost Interest to the Developer. Such records shall be available for inspection by the Developer upon reasonable notice.
26. Covenants Concerning CID. The City acknowledges that the Developer intends to pursue the creation of a CID pursuant to the CID Act with respect to portions of the Real Estate for the purpose of providing CID Sales Tax revenues for funding certain interior roads and other improvements with respect to the Retail Development. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of said improvements. To that end, the City and the Developer agree as follows:
 - A. The City and Developer shall use their Best Efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, notices, authorizations or other documents required to create and certify the CID, including the Petition. For illustrative purposes, the current form of the petition for creation of the CID is attached hereto as EXHIBIT E (the "**CID Petition**").
 - B. The Developer will cause the CID to approve and levy the CID Sales Tax, as contemplated by this Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

APPROVED AS TO FORM

CITY OF SPRINGFIELD, MISSOURI

City Attorney or designee

By: _____
Jason Gage, City Manager

SPRINGFIELD WEST PARTNERS, LLC a
Missouri limited liability company By:

By: _____

Printed name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

EXHIBIT A

Description of Real Estate

Part of the NW 1/4 of the NW 1/4 of Section 33 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way line as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision, North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin at Northwest corner of Lot 17 of said Windchime Subdivision, and Southeast corner Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547, a point on the West line of said Section 32; thence along the East line of said Section 32, South 3°44'20" West 146.38 feet to a found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 267.93 feet, a chord bearing of North 13°33'59" East and a Chord distance of 267.50 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to a point on the East line of said Section 32; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.16 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

EXCLUDING

All that property adjacent to S. Moore Rd. that will be dedicated as right-of-way, being part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as show on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as show on said Final Plans, South 48°21'33" East 53.69 feet to the Point of Beginning; thence continue along W. Sunshine St. South Right of Way line as show on said Final Plans, South 48°21'33" East 23.64 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as show on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 1°24'00" East 320.60 feet; thence around a tangent curve to the right having a radius of 1525.73 feet, an arc length of 18.43 feet, a chord bearing of North 1°44'46" East and a Chord distance of 18.43 feet; thence North 2°05'32" East 214.85 feet; thence around a tangent curve to the left having a radius of 74.27 feet, an arc length of 5.38 feet, a chord bearing of North 0°01'08" East and a Chord distance of 5.37 feet; thence North 2°03'16" West 75.74 feet; thence around a tangent curve to the right having a radius of 125.73 feet, an arc length of 9.10 feet, a chord bearing of North 0°01'08" East and a Chord distance of 9.10 feet; thence North 2°05'32" East 72.21 feet to the Point of Beginning.

Contains 989,703 square feet or 22.72 acres of land, more or less.

EXHIBIT B

Description of Anchor Parcel

Part of the NW 1/4 of the NW 1/4 of Section 33 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 509.42 feet; thence leaving said W. Sunshine St. South 1°21'40" West 349.50 feet; thence South 88°38'20" East 20.50 feet; thence South 1°21'40" West 245.18 feet; thence around a tangent curve to the left having a radius of 19.50 feet, an arc length of 15.99 feet, a chord bearing of South 22°07'55" East and a Chord distance of 15.55; thence around a curve to the right having a radius of 65.50 feet, an arc length of 53.71 feet, a chord bearing of South 22°07'51" East and a Chord distance of 52.22; thence South 1°21'40" West 94.94 feet to a point on the North line of Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68, North 88°46'46" West 17.57 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin on the West line of said Section 33; thence North 87°29'51" West 47.33 feet to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 115.42 feet, a chord bearing of North 10°21'41" East and a Chord distance of 115.39 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to a point on the West line of said Section 33; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.16 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

Contains 556,704 square feet or 13.010 acres of land, more or less.

Preliminary Plat

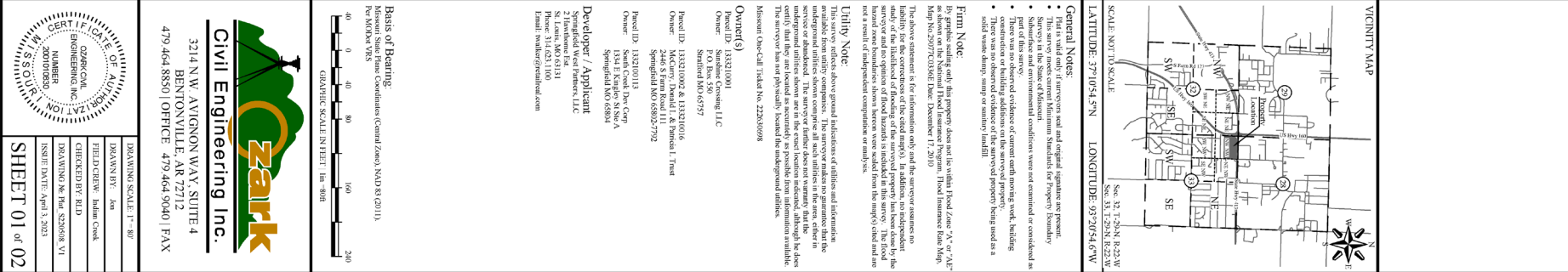


EXHIBIT D

Reimbursable Projects

<u>Items</u>	<u>Estimated Costs</u>
1. West Bypass New Lane Right-in-right out	\$ 296,000
2. Signal communications-Fiber	\$ 36,150
3. Traffic Signals/Mast Arm additions/upgrades	\$ 210,000
4. East Bound Sunshine Right-in-Right out	\$ 164,000
5. West Bound Sunshine @ Moore Road	\$ 61,300
6. East Bound Sunshine @ Moore Road Taper	\$ 132,250
7. West Bound Sunshine Dual Left Turn Lanes	\$ 163,260
8. North Bound West Bypass dual left turn lanes	\$230,300
9. Moore Road Demo/Widening/Extension North	\$420,700
10. Moore Road Stormwater Piping/Stream Buffer Mitigation piping	\$634,500
11. Right of Way Utility Relocation	\$216,900
12. Traffic Control/General Conditions/Temporary signage/Flagmen	\$490,200
13. Civil Engineering/Traffic Signal Design/Traffic Study/Surveying	\$230,000
14. As-builts/Inspections/Geotechnical Observation/Reporting	\$80,000
15. Payment/Performance/Completion Bonding	\$75,000
16. Permits/Legal/Administration	\$95,000
17. General Contractor Profit and Overhead	\$350,000
18. Rock Excavation	\$135,000
TOTAL	\$4,020,560

The amounts shown above are preliminary estimates; actual casts will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose. Savings in one budget category may be applied to additional costs incurred in other budget categories. The amount shown above excludes Reimbursable Project Costs Interest

EXHIBIT E

CID Petition

**PETITION TO ESTABLISH THE
SUNSHINE TOWNE CENTRE
COMMUNITY IMPROVEMENT DISTRICT**

City of Springfield, Greene County, Missouri

Submitted _____, 2023

PETITION TO ESTABLISH THE SUNSHINE TOWNE CENTRE COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (collectively, the "Petitioners"), being the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the proposed Sunshine Towne Centre Community Improvement District (the "District") and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the Sunshine Towne Centre Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the "Community Improvement District Act" or "Act") in accordance with this Petition. In support of this Petition, Petitioners state as follows:

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as **Exhibit A**. A map illustrating the District boundaries is attached hereto as **Exhibit B**. The boundaries of the District are contiguous. The Petitioners collectively own more than 50% by assessed value of the real estate within the District and comprise more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate in the District, all of whom have signed this Petition, is attached hereto as **Exhibit C**.

2. Name of District.

The name of the proposed District is the "Sunshine Towne Centre Community Improvement District."

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

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

4. Five-Year Plan.

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

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

A. The District will be governed by a five (5) member board of directors (the "Board").

B. Each Director, during the Director's entire term, shall:

i) Be at least 18 years of age;

ii) Be a resident of the state of Missouri; and

iii) Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"); or an owner of a business operating within the District, which the Act defines for business organizations and other entities as the individual who is legally authorized to represent the entity with regard to the District ("Business Owner"); and

iv) Notwithstanding the foregoing subsection (iii), at least one Director must not be an Owner, Owner Representative, or Business Owner, and instead must meet all of the following:

(a) Be a resident of the City of Springfield;

(b) Be qualified and registered to vote under RSMo. Chapter 115 according to the records of the election authority as of the thirtieth (30th) day prior to the date of the applicable election;

(c) Have no financial interest in any real property or business operating within the District; and

(d) Not be a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

C. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or Owner Representative. All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

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

E. The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Tom Walker	Owner Representative	4 Years
Greg Smith	City Resident – Non-owner Representative	4 Years
Jameson Clark	Owner Representative	2 Years
John Fugitt	Owner Representative	2 Years
Sean McQueary	Owner Representative	2 Years

F. The initial Directors named above shall serve for the terms set forth opposite their names or until their successors are appointed in accordance with this Petition. Their successors shall serve for four-year terms or until their successors are appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits. By execution of this Petition, the Petitioners each hereby agree, represent and warrant that the individuals listed on the slate above as Owner Representatives are hereby named and designated as Owner Representatives.

G. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy to the Board shall be filled by appointment of an interim director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as per Section 7 of this Petition. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Section 6, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. However, the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

7. Successor Directors.

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

- B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.
- C. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all privately-owned real property located within the District is \$171,450.

9. Determination of Blight.

The Petitioners do not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) twenty seven years (27) from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects (and accrued interest), as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales Tax Revenue, as herein defined; or (iii) until any bond, notes, or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. License and Real Estate Taxes.

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

B. Sales and Use Taxes.

The District may, by resolution, impose a district sales and use tax (the "CID Sales Tax"), at a maximum rate not to exceed one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section

67.1545 of the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

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

The District will not impose special assessments.

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

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental agreement (the "Agreement") that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District. Failure to execute the Agreement within the aforementioned time period shall result in termination of the District.

14. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the Act and as otherwise provided by Missouri law, including, without limitation, pledging CID Sales Tax Revenue. Petitioners do not seek limitations on the borrowing capacity of the District.

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

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

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public and subject to the requirements of the Missouri Sunshine Law set forth in RSMo. Section 610.010, et seq.

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri to hold a public hearing in accordance with section 67.1421, RSMo. and adopt an ordinance to establish the District as set forth in this Petition.

19. Severability

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

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**Signature Page to Petition to Establish the
Sunshine Towne Centre Community Improvement District**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Sunshine Towne Centre Community Improvement District according to the preceding Petition.

Name of Owner: _____

Owner's Telephone Number: _____

Owner's Mailing Address: _____

If Signer is different from Owner

Name and Title of Signer: _____

Basis of Signer's Legal Authority to Sign: _____

Signer's Telephone Number: _____

Signer's Mailing Address: _____

If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: _____

Owner's Property within District

Parcel Number	Assessed Value	Map
_____	_____	_____
_____	_____	_____

If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.

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

By: _____
Signature of Owner or Person Signing for Owner, as Trustee Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

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

WITNESS my hand and official seal this ____ day of _____ 2023.

Notary Public

My commission expires: _____

CLERK'S RECEIPT OF PETITION

This Petition to Establish the Sunshine Towne Centre Community Improvement District was accepted as in substantial compliance with RSMo. 67.1421 in the office of the City Clerk of Springfield, Missouri on the ____ day of _____ 2023.

City Clerk

[SEAL]

EXHIBIT A
District Legal Description

Part of the NW 1/4 of Section 33, part of the NE 1/4 of Section 32, West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 475.56 feet, to the Point of Beginning; thence continuing along said W. Sunshine St. South Right of Way line, South 88°38'20" East 559.13 feet; thence continue along said W. Sunshine St. South Right of Way line, South 48°21'33" East 53.69 feet; thence leaving said W. Sunshine St. South Right of Way line, 2°05'32" West 72.21 feet; thence around a tangent curve to the left having a radius of 125.73 feet, an arc length of 9.10 feet, a chord bearing of South 0°01'08" West and a Chord distance of 9.10; thence South 2°03'16" East 75.74 feet; thence around a tangent curve to the right having a radius of 74.27 feet, an arc length of 5.38 feet, a chord bearing of South 0°01'08" West and a Chord distance of 5.37; thence South 2°05'32" West 214.85 feet; thence around a tangent curve to the left having a radius of 1525.73 feet, an arc length of 18.43 feet, a chord bearing of South 1°44'46" West and a Chord distance of 18.43; thence South 1°24'00" West 320.60 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision, North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin on the West line of said Section 33; thence continuing along the West line of said Section 33, South 3°44'20" West 146.38 feet to a found iron pin at the Southwest corner of Lot 17 of said Windchime Subdivision; thence leaving said West line of Section 33, North 88°50'45" West 79.75 to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of

Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 220.85 feet, a chord bearing of North 14°33'21" East and a Chord distance of 220.61; thence leaving said W. Bypass Easterly Right of Way line, South 81°35'38" East 127.85 feet; thence South 88°45'37" East 611.72 feet; thence North 45°12'39" East 34.67 feet; thence North 1°21'40" East 280.03 feet; thence North 0°47'12" West 80.06 feet; thence North 1°21'40" East 278.01 feet; thence North 24°38'03" East 35.05 feet to the Point of Beginning.

Contains 492,342 square feet or 11.303 acres of land, more or less.

EXHIBIT B

Map of District Boundary

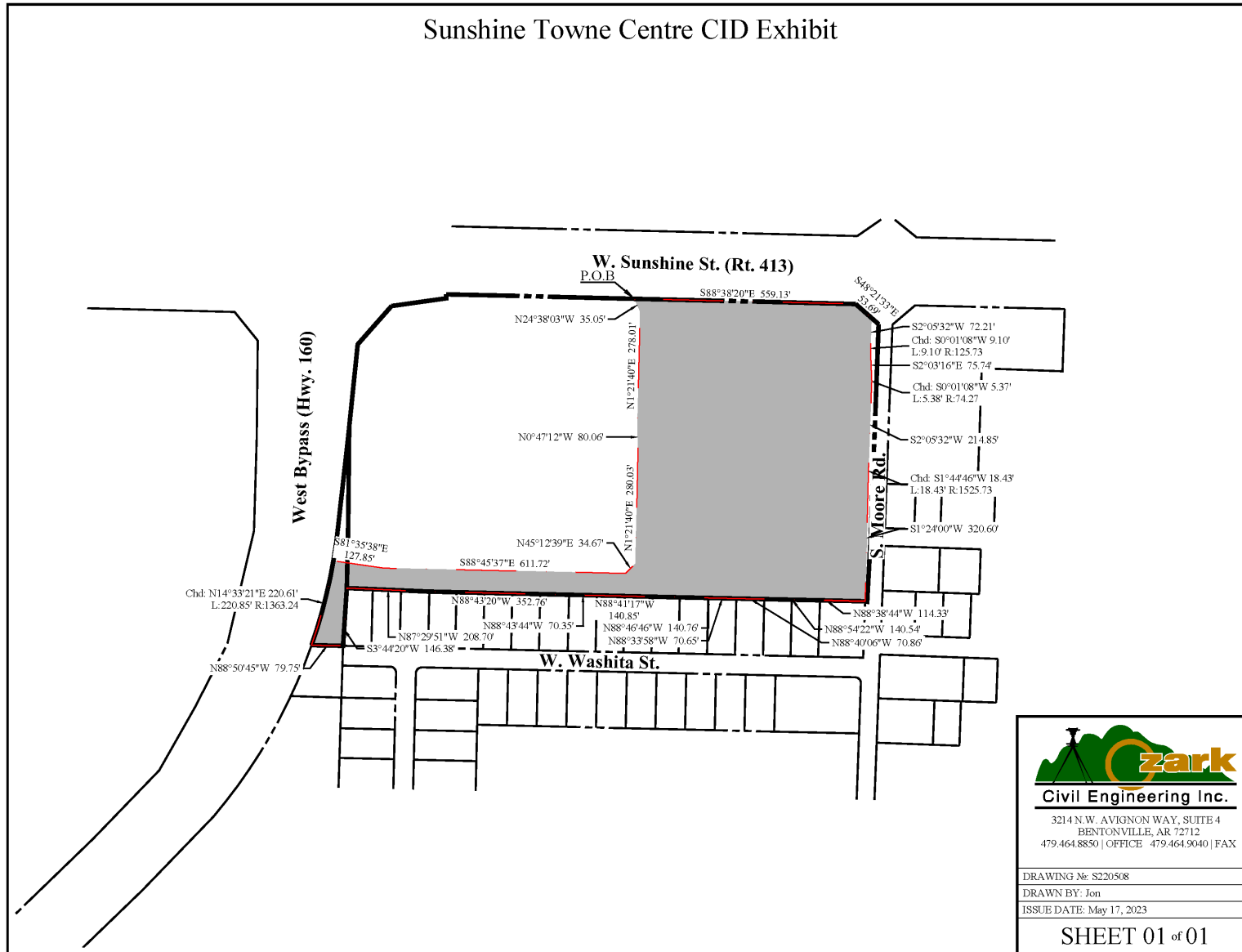


EXHIBIT C

List of Owners of Real Property within District

EXHIBIT D

Five-Year Plan

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

- A. Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;
- B. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;
- C. Develop funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner provided in this Petition and as authorized by the Act;
- D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,
- E. Such other purposes as authorized or required by the Act.

2. CID Projects

A. Services. The services that may be performed by the District include the following:

- i) The District will oversee organizational matters of the District, including the adoption of bylaws and other governance policies; support business activity and in the District including the promotion of business activities through the construction, installation, maintenance, and equipping of improvements within the District; and undertake and satisfy administrative responsibilities required under the CID Act.
- ii) In connection with the improvements, the District may facilitate/provide funding for applicable professional fees and other costs, including (i) architectural, (ii) legal/accounting (iii) engineering, (iv) landscape design, (v) permits (vi) insurance.

B. Improvements.

- i) Facilitate/provide funding in order to construct, reconstruct, install, repair, maintain, and equip any of the following: sidewalks, streets, lighting, retaining walls, traffic signs and signals utilities, drainage works, water, storm and sewer systems and other site improvements, and any other useful, necessary or desired improvements permitted under the CID Act, within or directly benefitting the access road depicted in the site plan attached hereto as Exhibit D-3.

C. Costs.

- i) The estimated costs of the CID Projects (exclusive of accrued interest) to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales Tax for the items identified as Reimbursable Project Costs on this Exhibit D-1 (the “**Reimbursable Project Costs**”), plus accrued interest, as set forth in the Cooperative Agreement.
3. **Budget.** The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, the estimated operating costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.

EXHIBIT D-1
Estimated CID Project Costs

ESTIMATED CID PROJECT COSTS

Access Roads with Associated Storm Water Control/Piping	\$ 1,528,850.00
Right of Way Acquisition Costs	\$ 41,150.00
Sidewalks	\$ 95,000.00
Civil Engineering, Surveying/Layout, Geotechnical/Observation/Testing	\$ 150,000.00
Code-L Subgrade Stabilization	<u>\$ 185,000.00</u>
	<u>\$ 2,000,000.00</u>

NOTE: Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose. Savings in one budget category may be applied to additional costs incurred in other budget categories; provided however, the total amount may not exceed \$2,000,000.00 (exclusive of interest). The amount shown above excludes accrued interest on any obligations issued by the District to finance the CID Project.

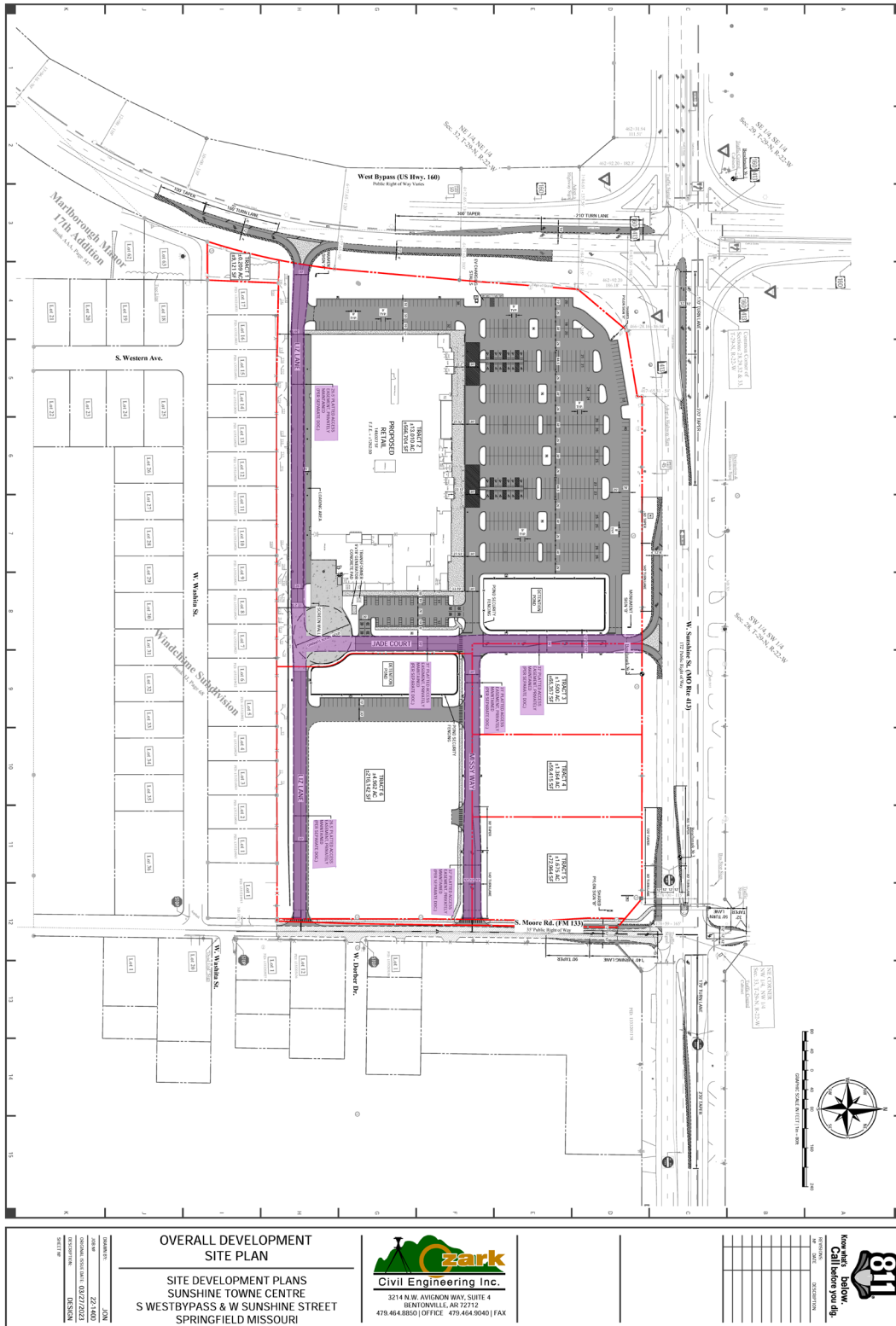
EXHIBIT D-3

Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

		Outstanding Principal	CID Sales Tax	Admin/Operating	Interest (6%)	Payment
1	2023	\$ -	\$ -	\$ (10,000.00)	\$ -	\$ (10,000.00)
2	2024	\$ 1,010,000.00	\$ -	\$ (10,000.00)	\$ (60,600.00)	\$ (70,600.00)
3	2025	\$ 2,080,600.00	\$ 148,165.57	\$ (10,100.00)	\$ (124,836.00)	\$ 13,229.57
4	2026	\$ 2,067,370.43	\$ 150,421.90	\$ (10,000.00)	\$ (124,042.23)	\$ 16,379.67
5	2027	\$ 2,050,990.75	\$ 153,430.34	\$ (10,100.00)	\$ (123,059.45)	\$ 20,270.89
6	2028	\$ 2,030,719.86	\$ 156,498.94	\$ (10,201.00)	\$ (121,843.19)	\$ 24,454.75
7	2029	\$ 2,006,265.11	\$ 159,628.92	\$ (10,303.01)	\$ (120,375.91)	\$ 28,950.01
8	2030	\$ 1,977,315.10	\$ 162,821.50	\$ (10,406.04)	\$ (118,638.91)	\$ 33,776.56
9	2031	\$ 1,943,538.55	\$ 166,077.93	\$ (10,510.10)	\$ (116,612.31)	\$ 38,955.52
10	2032	\$ 1,904,583.03	\$ 169,399.49	\$ (10,615.20)	\$ (114,274.98)	\$ 44,509.31
11	2033	\$ 1,860,073.72	\$ 172,787.48	\$ (10,721.35)	\$ (111,604.42)	\$ 50,461.70
12	2034	\$ 1,809,612.01	\$ 176,243.23	\$ (10,828.57)	\$ (108,576.72)	\$ 56,837.94
13	2035	\$ 1,752,774.07	\$ 179,768.09	\$ (10,936.85)	\$ (105,166.44)	\$ 63,664.80
14	2036	\$ 1,689,109.27	\$ 183,363.46	\$ (11,046.22)	\$ (101,346.56)	\$ 70,970.68
15	2037	\$ 1,618,138.60	\$ 187,030.73	\$ (11,156.68)	\$ (97,088.32)	\$ 78,785.73
16	2038	\$ 1,539,352.87	\$ 190,771.34	\$ (11,268.25)	\$ (92,361.17)	\$ 87,141.92
17	2039	\$ 1,452,210.95	\$ 194,586.77	\$ (11,380.93)	\$ (87,132.66)	\$ 96,073.18
18	2040	\$ 1,356,137.77	\$ 198,478.50	\$ (11,494.74)	\$ (81,368.27)	\$ 105,615.49
19	2041	\$ 1,250,522.28	\$ 202,448.07	\$ (11,609.69)	\$ (75,031.34)	\$ 115,807.05
20	2042	\$ 1,134,715.23	\$ 206,497.03	\$ (11,725.79)	\$ (68,082.91)	\$ 126,688.33
21	2043	\$ 1,008,026.90	\$ 210,626.97	\$ (11,843.04)	\$ (60,481.61)	\$ 138,302.32
22	2044	\$ 869,724.58	\$ 214,839.51	\$ (11,961.47)	\$ (52,183.47)	\$ 150,694.56
23	2045	\$ 719,030.02	\$ 219,136.30	\$ (12,081.09)	\$ (43,141.80)	\$ 163,913.41
24	2046	\$ 555,116.60	\$ 223,519.03	\$ (12,201.90)	\$ (33,307.00)	\$ 178,010.13
25	2047	\$ 377,106.47	\$ 227,989.41	\$ (12,323.92)	\$ (22,626.39)	\$ 193,039.10
26	2048	\$ 184,067.37	\$ 232,549.20	\$ (12,447.16)	\$ (11,044.04)	\$ 209,058.00
27	2049	\$ -	\$ 196,639.00	\$ (12,571.63)	\$ -	\$ 196,639.00

NOTE: The amounts shown above are preliminary estimates; actual revenues will vary from the above preliminary estimates. All revenues are generated from the CID Sales Tax.

EXHIBIT D-4 **Conceptual Site Plan**



The interior access roads are shaded in purple. The CID Project also include other necessary or desired improvements permitted under the CID Act, which are located outside of the shaded area but are necessary or directly benefitting the access roads. Site plan is conceptual and subject to change.



EXPLANATION TO COUNCIL BILL 2023-159 (HARDINGER)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a grant from the United States Department of Health and Human Services and the Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of \$774,119.10 for use by the Springfield-Greene County Health Department to train and sustain personnel in responding to COVID-19 derived public health priorities and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2022-2023 budget in the amount of \$774,119.10 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the United States Department of Health and Human Services and the Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of \$774,119.10 for use by the Springfield-Greene County Health Department to train and sustain personnel in responding to COVID-19 derived public health priorities and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2022-2023 budget in the amount of \$774,119.10 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept a \$774,119.10 grant from the United States Department of Health and Human Services ("HHS") and the Centers for Disease Control and Prevention ("CDC") through the Missouri Department of Health and Senior Services ("MDHSS"). The purpose of this grant is to help sustain the public health workforce to support COVID-19 recovery initiatives as well as support for public health preparedness efforts. The funding will provide SGCHD with budget support to help address the recovery and preparedness initiatives brought to light by the pandemic. Activities that would be supported by this opportunity include vaccines, data support, record management, fiscal oversight, training, supplies, and equipment.

This budget adjustment accepts the increase in funds and budgets in the amount of \$774,119.10 in expenditures in the SGCHD Fiscal Year 2022-2023.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).



The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 6/9/2023

Attachments:

1. MDHSS Public Health Workforce Grant_Ord
2. MDHSS Workforce Grant - Exhibit A
3. MDHSS Workforce Grant BA - Exhibit B

One-rdg. X
P. Hrngs.
Pgs. 48
Filed: 06-20-23

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2023-159

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the United
2 States Department of Health and Human Services and the Centers
3 for Disease Control and Prevention, through the Missouri Department
4 of Health and Senior Services, in the amount of \$774,119.10 for use
5 by the Springfield-Greene County Health Department to train and
6 sustain personnel in responding to COVID-19 derived public health
7 priorities and to enter into necessary agreements to carry out the
8 grant; amending the Fiscal Year 2022-2023 budget in the amount of
9 \$774,119.10 to appropriate the grant funds; and declaring that this
10 bill qualifies for approval in one reading.
11 _____
12

13 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
14 the opportunity to accept a \$774,119.10 grant from the United States Department of
15 Health and Human Services ("HHS") and the Centers for Disease Control and
16 Prevention ("CDC") through the Missouri Department of Health and Senior Services
17 ("MDHSS"); and
18

19 WHEREAS, the grant's purpose is to help sustain the public health workforce to
20 support COVID-19 recovery initiatives as well as support for public health preparedness
21 efforts; and
22

23 WHEREAS, the funding will provide SGCHD with budget support to help address
24 the recovery and preparedness initiatives brought to light by the pandemic. Activities
25 that would be supported by this opportunity include vaccines, data support, record
26 management, fiscal oversight, training, supplies, and equipment.
27

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

31 Section 1 – The City Manager, or his designee, is hereby authorized to accept
32 grant funds in the amount of \$774,119.10, as set forth in the MDHSS Program Services
33 Contract which is attached hereto and incorporated herein by this reference as "Exhibit

A,” and execute contracts necessary to carry out the intent of this grant, provided the forms are approved by the City Attorney.

Section 2 – The Fiscal Year 2022-2023 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 061, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 53441	Contract Title: WORKFORCE	
Contract Start: 10/1/2022	Contract End: 6/30/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****	UEI NUMBER VMKPNYHAL941
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

Workforce

1. GENERAL

- 1.1 The contract amount shall not exceed \$774,119.10 for the period of October 1, 2022 through June 30, 2024.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Center for Local Public Health Services
Program Contact: Heather Rhodes
Address: 920 Wildwood Drive, Jefferson City, MO 65109
Phone: 573-751-2889
Email: Heather.Rhodes@health.mo.gov

2. PURPOSE

- 2.1 To establish, expand, train, and sustain the public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address public health priorities deriving from COVID-19.

- 3.1.1 The Contractor shall hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but are not limited to:

- a. Permanent full-time and part-time staff, temporary or term-limited staff, fellows, interns, contractors, or contracted employees. Allowable costs include wages and benefits and costs related to recruiting, hiring, and training individuals to serve as:

- 1) Administrative Staff to include the following:

- a) human resources personnel,
- b) fiscal or grant managers,
- c) clerical staff,
- d) staff to track and report on hiring under this contract, and
- e) other staff needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing of multiple federal funding streams for the COVID-19 response.

- 2) Professional or clinical staff to include the following:

- a) public health physicians and nurses,
- b) mental or behavioral health specialists to support workforce and community resilience,

- c) social service specialists,
 - d) vaccinators; or
 - e) laboratory scientists or technicians.
- 3) Disease investigation staff to include the following:
- a) epidemiologists,
 - b) case investigators,
 - c) medical examiners,
 - d) coroners,
 - e) contact tracers,
 - f) community health workers, or
 - g) disease intervention specialists.
- 4) Program staff to include the following:
- a) program managers,
 - b) communications and policy staff,
 - c) logisticians,
 - d) planning and exercise specialists,
 - e) pandemic preparedness and response coordinators to support planning and coordination for the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks,
 - f) communication specialists,
 - g) health equity officers or teams,
 - h) data managers to include informaticians, data scientists, or data entry personnel,
 - i) translation services,
 - j) trainers or health educators, or
 - k) other community health professionals.

- 5) Any other positions as may be required to prevent, prepare for, and respond to COVID-19.

- 3.1.2 The Contractor shall train and educate new and existing staff on topics such as the following:
 - a. incident management training, especially from a public health perspective and integration with emergency management;
 - b. health equity issues and working with underserved populations;
 - c. cultural competency;
 - d. disease investigations;
 - e. informatics or data management; or
 - f. other needs identified by the jurisdiction to include training on incident management or emergency management roles for existing staff in other program areas who may be called upon to support the response.
- 3.2 The Contractor shall purchase equipment and supplies such as Personal Protective Equipment (PPE) and other supplies and equipment needed like computers, cell phones, internet costs, cybersecurity software, etc.
- 3.3 The Contractor shall use funds for other costs associated with the support of the expanded workforce (to the extent these are not included in indirect costs).

4. REPORTS

- 4.1 The Contractor shall submit to the Department a progress report every six (6) months. Progress reports shall be due by the fifteenth (15th) day of the month following the six (6) month period in which the Contractor provided services under the contract. Progress reports are due as follows:
 - 4.1.1 January 15, for services provided from July 1 through December 31.
 - 4.1.2 July 15, for services provided from January 1 through June 30.
- 4.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.
- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 5.3 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for an increase to the indirect cost category or any other rebudgeting.
- 5.4 Indirect costs
 - 5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
 - 5.4.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
 - a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
 - 5.4.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.5 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

- 5.6 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
- 5.6.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 5.6.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 5.7 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

- 6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
- 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format: WORKMMYY. For example, an invoice submitted for the month of March 2023 would have the following invoice number WORK0323. The Department will provide the Vendor Request for Payment form to the Contractor.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Division of Community and Public Health/Center for Local Public Health Services
P.O. Box 570
Jefferson City, MO 65102-0570
Email: CLPHSCONTRACTS@health.mo.gov

- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.10.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.

- 6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is

not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section

34.600, RSMo, definition of a “company”

(<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 16.1.2 A change in federal or state law relevant to this contract occurs; or
 - 16.1.3 A material change of the parties to the contract occurs; or
 - 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

- 17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:
- 17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles,

other applicable federal rules and regulations, and funding source information as included herein.

18. REQUIREMENTS FOR FEDERAL ARPA SFRF

- 18.1 The Contractor shall understand and agree that the contract involves the use of Federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funds and the Contractor must comply with Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
4. Contractor Identifying Number (optional)			
5. UEI Number	6. EIN	7. Report Type	
		☐ Annual ☐ Final	
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	11c. Email Address
11d. Signature of Authorized Certifying Official of the Contractor			11e. Date Report Submitted (MM/DD/YY)

BUDGET

Springfield-Greene County Health Department

Section A

Total Allowed Contract Amount (see comment)	774,119.10
Operational Expenses:	
Personnel Services	469,434.18
Fringe Benefits	173,690.00
Travel	56,075.00
Supplies	0.00
Other	0.00
Equipment (see comment below in Section B)	0.00
Incentive Pay	0.00
Rental/Lease Costs (see comment below in Section B)	5,000.00
Contractual	0.00
Total Direct Costs	704,199.18
Indirect (Administrative Cost)	69,919.92
Contract Total	774,119.10
Surplus/Deficit	0.00

Section B

Total Budgeted Costs	774,119.10	Unallowed Cost for Indirect Computation
Total Budgeted Equipment Costs	0.00	0.00

Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor or \$5,000.

Total Budgeted Rental/Lease Costs	5,000.00	5,000.00
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Subcontractor Budgets

Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Total Contractual	0.00	0.00

Section C

10% MTDC Indirect (Administrative) Cost

Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of \$25,000.

Allowed Cost for the Calculation of Indirect (Administrative) Costs (<i>Total excludes all items noted in Section B above</i>)	699,199.18
Allowed Rate	10%
Maximum Allowed Indirect (Administrative Costs) for Contract	69,919.92

The contractor is entitled to charge their negotiated rate. If you have an approved negotiated rate please contact Jennifer Harrison as we will need to modify this document to allow the proper calculation of Indirect Cost. In lieu of using their federally negotiated indirect cost rate or if you do not have an approved federally negotiated rate, the contractor may opt to accept an indirect cost rate up to 10% of the modified total direct costs or the contractor may waive charging indirect costs. The alternative method cannot result in more indirect earnings for the contractor than their negotiated rate. If taking less than 10% MTDC for indirect please enter the percent into cell J40.

BUDGET

Springfield-Greene County Health Department

Budget Narrative/Justification

Personnel Services

The list contains full time employees and contract employees hired specifically for COVID. Hours worked per person will vary depending on the need. Positions are listed alphabetically and the hourly rate(s) are included parenthetically.

Accounting Clerk I (\$18.18), Accounting Technician (\$23.80), Assistant Director of Health (\$43.52), Chief Medical Officer (\$70.99), Contract Communicable Disease Control Specialist (2) (\$20.60, \$27.81), Contract Laboratory Scientist (\$21.42), Contract Lead Community Health Advocate (\$17.51), Contract Medical Assistant (2) (\$15.61), Contract Office Administrator (\$18.10), Contract Pandemic Health Planner (\$30.41), Contract Public Health Information Specialist (\$23.57), Health Program Administrator (\$43.90), Health Program Coordinator (\$40.19), Lab Scientist (3) (\$21.58, \$22.66, \$29.00), Lead Lab Scientist (\$24.42), Medical Assistant (\$17.31), Public Health Investigator (\$32.82), Public Health Nurse (\$33.61), Public Health Program Representative (2) (\$28.31, \$29.74), Staff Assistant (2) (\$14.91, \$17.30)

Fringe Benefits

Fringe benefits include, FICA, lagers, health insurance, & workers compensation. Fringe is about 37% of base wages but will vary from person to person, depending on the employment status and years of service.

Travel

We expect to send staff to training but do not have specific information at this time. We will also have other professional development opportunities in this category that will not require travel.

Equipment**Rental/Lease**

Leases for computers and phones

Incentive Pay**Supplies****Other**

We expense to have additional expenses but do not have specific information at this time.

Contractual

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Workforce (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B -- CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____ I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted:

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees.</u> |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees.</u> |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

EXHIBIT 3

TERMS AND CONDITIONS FOR CONTRACTOR **RECEIPT OF FEDERAL ARPA SERF FUNDS**

I. Use of Funds: Springfield-Greene County Health Department (“Contractor”) understands and agrees that the funds disbursed under this contract may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

Period of Performance: The period of performance for this award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds provided under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

Reporting: Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this agreement. Those reporting obligations shall include, without limitation, the following.

Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor’s participation in this agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor’s participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents:

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

Compliance with Applicable Law and Regulations: Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this agreement.

Federal regulations applicable to this agreement include, without limitation, the following:

- i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
- iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: “This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury.”

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State’s debt to the federal government shall also constitute Contractor’s debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State’s initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the “Remedial Actions” paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.¹

¹ Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

II. By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assignees for the period in which such assistance is provided.

Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.²

Date: _____

Signature of Authorized Representative

Printed Name of Authorized Representative

III. This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

² Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State's award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.

³ Additionally, "in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1," 29 C.F.R. § 5.5(c) requires that another clause be included "in any such contract," *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement's performance schedule; 2. meeting this agreement's performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115th Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, "covered telecommunications equipment or services" has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking # 53441	State: 0% \$0.00	Federal: 100% \$774,119.10
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Contract Title: WORKFORCE**Contract Start:** 10/1/2022 **Contract End:** 6/30/2024 **Amend#:** 00 **Contract #:****Vendor Name:** SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT**CFDA:** 93.354 **Research and Development:** N**CFDA Name:** PUBLIC HEALTH EMERGENCY RESPONSE: COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE**Federal Agency:** DEPARTMENT OF HEALTH AND HUMAN SERVICESCENTERS FOR DISEASE CONTROL AND PREVENTION**Federal Award:** 1NU90TP922156-01, 6NU90TP922156-01**Federal Award Name:** COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE - 2018**Federal Award Year:** 2021 **DHSS #:** TP922156-01 **Federal Obligation:** \$774,119.10

* The Department will provide this information when it becomes available.

Project Description:

Contractor shall use funds to establish, expand, train and sustain public health workforce.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
061

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	414100			\$ 774,119.10	Missouri Department of Health and Human Services - Workforce Grant
Net Revenue Adjustment						\$ 774,119.10	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110			\$ 774,119.10	Missouri Department of Health and Human Services - Workforce Grant
Net Expenditure Adjustment						\$ 774,119.10	

Fund Balance Appropriation:

Fund	Title	Amount

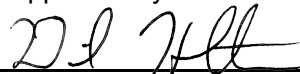
Explanation: To amend the FY2022-23 budget by appropriating funds from the Missouri Department of Health and Human services for the public health workforce grant.

Requested By:


Department Head

6-20-2023
Date

Approved By:


Director of Finance

6-20-2023
Date

City Manager

Date

Authorization:

Council Bill No. 2023-159
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-160 (HARDINGER)

FILED: 04/26/2023

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

TITLE: A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2022-2023 to appropriate the donation funds.

PURPOSE: To accept a donation in the amount of \$15,000 from the Hatch Foundation for the purchase of a new holiday tree, to be used for Springfield's downtown holiday festivals, placed at Park Central Square every year.

BACKGROUND INFORMATION: Each year, the City of Springfield hosts an annual Mayor's Tree Lighting Holiday show the Saturday before Thanksgiving to serve as the kickoff to the holiday season. This is also produced as a television special aired on KY3. The City's Public Works Department and Downtown Community Improvement District ("DCID") work together to obtain and move a 20-plus foot real tree to move to Park Central Square. This costs roughly \$6,000 in Public Works labor time each year. In addition, the DCID spends \$30,000 per year on lighting installation on and around the tree. The quality and size of the tree varies greatly from year to year. Having a reusable tree will provide consistency for installation and ensure a level of quality year over year. In addition, having a 65-foot tree will make a larger quality of place statement and help with the City's desire to improve its attractiveness as a holiday destination for residents and visitors alike.

The six founding members of Hatch have been members of the Springfield community for most of their lives, and all possess a dedicated love for it. With their family business of 40 years selling in November 2019, the family knew they wanted to give back to the community--the community that supported them for so many years. The family wanted their contribution to the community to play a unique role in the issues that affect Springfield's communities. They posed the question: "How can we build on the inherent attributes of the community and help Springfield achieve its full potential?"

REMARKS: At the suggestion of the City Manager, the Public Information Department has researched the surrounding community holiday events and analyzed the potential for expanding our current very successful Mayor's Tree Lighting Holiday Show into a season-long resident and tourist experience. With Branson, Missouri and Northwest Arkansas' significant investments over the past several years, Springfield has the real possibility of serving as an additional tour stop in the multimillion-dollar holiday tourism

potential.

Since 2017, attendance at the Mayor's Tree Lighting event has grown from approximately 50 people to 2500. No information about attendees is collected, but we assume these attendees are largely from Springfield and Greene County.

In 2020, the height of the pandemic, KY3 / Gray Media became a partner, generously broadcasting our show as a holiday special. The television special has grown into a viable opportunity to promote Springfield and the region as a holiday tourist destination. The PIO team writes, shoots, produces, and edits the entire show in-house.

The Opportunity

A recent hospitality survey revealed that 94% of adults ages 45+ were planning to travel in December 2022 and 58 percent in January 2023, indicating that connecting with loved ones is top of mind for travelers.

While some travelers may seek a reprieve from the cold in sunny destinations, 56 percent of respondents agree that it **doesn't feel like the festive season without snow**. The average airfare in 2022 was up about 40% from 2021. Most holiday travelers **never get on a plane — they drive**. AAA's estimate is that 49 million will travel by car over the holidays, compared to 4.5 million who fly.

While holiday-based travel has been constant for years, recently the travel patterns associated with these holidays are changing, because the times to travel aren't as fixed as they used to be, and when you can work from anywhere, the strict definitions of travel days start to break down.

CONCLUSION: Obtaining a new, impressive, reusable tree will be one step in an effort to enhance Springfield's marketability as a holiday destination, while improving quality of place.

Submitted By: Cora Scott, Director of Public Information & Civic Engagement

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 5/22/2023

Attachments:

1. Holiday Tree Donation_ord
2. Exhibit A- Holiday tree donation BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-20-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-160

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ACCEPTING a donation of \$15,000 from the Hatch Foundation to reimburse the
2 City of Springfield Department of Public Information and Civic
3 Engagement for the purchase of a reusable Christmas tree to be used
4 for Springfield's downtown holiday festivals; and amending the budget
5 of the Department of Public Information and Civic Engagement for
6 Fiscal Year 2022-2023 to appropriate the donation funds.
7 _____
8

9 WHEREAS, each year, the City of Springfield hosts an annual Mayor's Tree
10 Lighting Holiday Show the Saturday before Thanksgiving to kick off the holiday season;
11 and
12

13 WHEREAS, each year, a 20-plus foot real tree is moved to Park Central Square,
14 costing the Public Works Department \$6,000 in labor and the Downtown Community
15 Improvement District \$30,000 in lighting installation on and around the tree; and
16

17 WHEREAS, tree quality and size vary greatly from year to year; and
18

19 WHEREAS, a reusable tree will provide installation consistency and quality every
20 year; and
21

22 WHEREAS, a 65-foot, reusable Christmas tree will make a larger quality of place
23 statement and enhance the city's attractiveness as a holiday destination for residents
24 and visitors alike; and
25

26 WHEREAS, based on the foregoing, the City of Springfield Department of Public
27 Information and Civic Engagement ("PIO") purchased a 65-foot reusable Christmas
28 tree; and
29

30 WHEREAS, the Board of Directors of the Hatch Foundation has voted to donate,
31 to the City of Springfield, \$15,000 to reimburse the City for the Christmas tree purchase;
32 and
33

34 WHEREAS, the City Council wishes to accept the donation from the Hatch

Foundation.

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

Section 1 – The City Council hereby accepts a donation of \$15,000 from the
Hatch Foundation to reimburse PIO for the purchase of the reusable Christmas tree.

Section 2 – The budget of PIO, for Fiscal Year 2022-2023, is hereby amended in
the account and in the amount shown on Budget Adjustment No. 063, a copy of which is
attached as “Exhibit A.”

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: Duke M. Donald, Assistant City Attorney

Approved for Council action: Jason A. Hage City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	414070	000000	00000	\$ 15,000	Holiday tree donation
Net Revenue Adjustment						\$ 15,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	501260	000000	00000	\$ 15,000	Holiday tree purchase
Net Expenditure Adjustment						\$ 15,000	

Fund Balance Appropriation:

Fund	Title	Amount

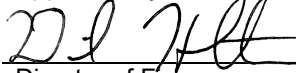
Explanation: To amend the FY2022-23 budget by appropriating donated funds from the Hatch Foundation for the purchase of a new holiday tree.

Requested By:



Department Head 6-20-2023
Date

Approved By:



Director of Finance 6-20-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-160
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-161 (HOSMER)

FILED: 06/07/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept funding in the amount of \$150,000 from the Community Partnership of the Ozarks, through the Community Foundation of the Ozarks Advancing Mental Wellness Program, to support strategies to improve men's mental health and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department in the amount of \$150,000 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept funding from Community Partnership of the Ozarks, through the Community Foundation of the Ozarks Advancing Mental Wellness Program, in the amount of \$150,000 to support strategies to improve men's mental health and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department in the amount of \$150,000 to appropriate grant funds.

BACKGROUND INFORMATION: In response to the need for mental-wellness services identified in the 2022 Springfield Community Regional Health Assessment produced by the Ozarks Health Commission, which ranked mental health first among community priorities based on emergency department and public health data, the Community Foundation of the Ozarks ("CFO") established grants through its Advancing Mental Wellness Program. The Springfield-Greene County Health Department ("SGCHD") has the opportunity to receive a \$150,000 grant from the Community Partnership of the Ozarks ("CPO"), through the CFO's Advancing Mental Wellness Program, to create and implement a communication and outreach campaign focused on improving mental health among men residing in Greene County, Missouri. CPO will reimburse SGCHD up to \$50,000 annually for personnel expenses related to the men's mental health project. This funding is renewable for an additional two years, for a total of \$150,000 in budget support, upon SGCHD and CPO's complete reporting of grant progress annually to CFO.

This budget adjustment accepts the increase in funds and budgets in the amount of \$150,000 in expenditures in the SGCHD Fiscal Year 2023-2024.

Submitted By: Brad Stulce, Public Health Resource Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Collin Quigley, Deputy City Manager 6/9/2023

Attachments:

1. CPO Mens Mental Health Grant_Ord
2. CPO Grant BA- Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-20-23

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-161 SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept funding in the amount of
2 \$150,000 from the Community Partnership of the Ozarks, through the
3 Community Foundation of the Ozarks Advancing Mental Wellness
4 Program, to support strategies to improve men's mental health and to
5 enter into necessary agreements to carry out the grant; and
6 amending the Fiscal Year 2023-2024 budget of the Springfield-
7 Greene County Health Department in the amount of \$150,000 to
8 appropriate the grant funds.
9 _____

10
11 WHEREAS, in response to the need for mental-wellness services identified in the
12 2022 Springfield Community Regional Health Assessment produced by the Ozarks
13 Health Commission, which ranked mental health first among community priorities based
14 on emergency department and public health data, the Community Foundation of the
15 Ozarks ("CFO") established grants through its Advancing Mental Wellness Program;
16 and
17

18 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
19 the opportunity to receive a \$150,000 grant from the Community Partnership of the
20 Ozarks ("CPO"), through the CFO's Advancing Mental Wellness Program, to create and
21 implement a communication and outreach campaign focused on improving mental
22 health among men residing in Greene County, Missouri; and
23

24 WHEREAS, CPO will reimburse SGCHD up to \$50,000 annually for personnel
25 expenses related to the men's mental health project. This funding is renewable for an
26 additional two years, for a total of \$150,000 in budget support, upon SGCHD and CPO's
27 complete reporting of grant progress annually to CFO.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to accept
33 grant funds in the amount of \$150,000 from the Community Partnership of the Ozarks

and to execute contracts, on forms approved by the City Attorney, necessary to carry out the intent of this grant.

Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 001, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozant, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20530	11	50010	416030			\$150,000.00	Community Foundation of the Ozarks Grant
Net Revenue Adjustment						\$ 150,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20530	11	50010	500110			\$ 150,000.00	Community Foundation of the Ozarks Grant
Net Expenditure Adjustment						\$ 150,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating \$150,000.00 from the Community Foundation of the Ozarks for the Advancing Mental Wellness Program Grant.

Requested By:



Department Head

6-20-2023

Date

Approved By:



Director of Finance

6-20-2023

Date

City Manager

Date

Authorization:

Council Bill No. 2023-161

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-162 (LEE)

FILED: 06/08/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe; accepting the bid of Insituform Technologies USA, LLC, in the amount of \$5,740,724.20 for the project; authorizing the City Manager, or his designee, to enter into an agreement for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$6,314,796.62.

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe project; accepting the bid of Insituform Technologies USA, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$6,314,796.62 by appropriating reserves of said fund.

BACKGROUND INFORMATION: Special Ordinance 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (“CWA”). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.

A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan (“OCP”) designed to address the City’s aging sewer infrastructure. The City’s proposed OCP was approved by MDNR on or about May 1, 2015.

The City successfully completed the first 5 years of the 10-year OCP plan. Results of the completed work was gathered and analyzed, and Integrated Planning for the future was implemented. The analysis allowed the City to see the efficacy of the work performed and the need to adjust their investment strategy for optimal results. Special Ordinance 27480 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd ACJ with MDNR to extend the compliance schedule and meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years.

As required by the 2nd ACJ and approved by the SOCP, the Group 6 Sewer Rehabilitation project continues rehabilitation work on the collection system that was



originally done under the Early Action Program (“EAP”). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential sanitary sewer overflows. This rehab allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.

Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.

The project was advertised in The Daily Events on April 4, 2023, through April 8, 2023.

Bids were opened in the Busch Building, Conference Room 106, on May 23, 2023, at 10:30 a.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Insituform Technologies USA, LLC	\$5,740,724.20
SAK	\$7,867,859.50
Engineer’s Estimate	\$5,533,916.50

There is less than 4 percent difference between the Engineer’s Estimate and the low bid. It is recommended that the City enter into a contract with Insituform Technologies USA, LLC for \$5,740,724.20, and to establish an approximate 10 percent contingency of additional funds for possible change orders.

This project will be funded initially by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill. In addition, this project is being submitted for reimbursement through the MDNR State Revolving Fund (“SRF”) program as approved by Council Bill 2021-040 which was passed by City Council on February 16, 2021. Environmental Services is planning on submitting a future Council bill for consideration in late summer 2023 for issuance and acceptance of a SRF loan and grant to fund the costs of this project.

REMARKS: Environmental Services recommends passage of this Council bill and budget adjustment.

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 6/15/2023

Attachments: 1. Cleaning CCTV and CIPP rehab_Ord

2. Cleaning CCTV and CIPP rehab_ Exhibit A
3. Cleaning CCTV and CIPP rehab_ Exhibit B
4. Cleaning CCTV and CIPP rehab_ Exhibit C

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 6-20-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-162

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning,
3 CCTV, and Cured-in-Place Pipe; accepting the bid of Insituform
4 Technologies USA, LLC, in the amount of \$5,740,724.20 for the project;
5 authorizing the City Manager, or his designee, to enter into an agreement
6 for said project; and approving a budget adjustment in the amount of the
7 bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of
8 the Department of Environmental Services Clean Water Enterprise Fund
9 by appropriating reserves of said fund in the amount of \$6,314,796.62.

10
11
12 WHEREAS, pursuant to the Clean Water Act (“CWA”) the City of Springfield,
13 Missouri (“City”) entered into an Amended Consent Judgment (“ACJ”) with the Missouri
14 Department of Natural Resources (“MDNR”) on or about May 7, 2012 (Ordinance
15 26047), which ACJ was approved by the Greene County Circuit Court on May 15, 2012.
16 Pursuant to the ACJ, the City implemented a City-wide Overflow Control Plan (“OCP”)
17 to reduce sanitary sewer overflows (“SSOs”); and
18

19 WHEREAS, the City successfully completed the first five years of the 10-year
20 OCP plan, gathered data and analyzed results of completed work. Thereafter, the City
21 engaged in Integrated Planning for the future and determined the need to adjust the
22 OCP investment strategy for optimal results; and
23

24 WHEREAS, on or about April 5, 2021, Council authorized the City to work with
25 MDNR to enter into a 2nd ACJ, which included a Supplemental Overflow Control Plan
26 (“SOCP”), and to obtain approval for same from the Greene County Circuit Court
27 (Ordinance 27480), which approval was obtained on or about April 27, 2021; and
28

29 WHEREAS, the SOCP includes both a public sewer rehabilitation program
30 (hereinafter known as “Group” projects) and a private sewer rehabilitation program
31 (hereinafter known as “Phase” projects) to reduce SSOs. The City has implemented
32 Groups 1 through 7 of the public sewer rehabilitation each of which require several
33 types of rehabilitation; and
34

WHEREAS, Group 6 Public Sewer Rehabilitation has completed an Open Cut Repairs project and is now ready for another type of rehabilitation to be performed with this Project, known as the Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe (“Project”); and

WHEREAS, Insituform Technologies USA, LLC, is the lowest responsive and responsible bidder for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe Project with the low bid of \$5,740,724.20; and

WHEREAS, a ten percent contingency of additional appropriated funds will allow the City to cover possible change orders, due to unknown field conditions, and further the goals of the SOCP; and

WHEREAS, an amendment to the budget of the Department of Environmental Services, for Fiscal Year 2023-2024, from the Clean Water Enterprise Fund has been approved and recommended by the City Manager and by the Director of Environmental Services.

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

Section 1 – City Council hereby approves the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV, and Cured-in-Place Pipe (“CIPP”) Project, a copy of which is on file with the City Clerk. A location map for the Project is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 - The City Manager, or his designee, is authorized on behalf of the City of Springfield, Missouri, to accept the low bid for the Project from Insituform Technologies USA, LLC, in the amount of \$5,740,724.20, at the price and sum set forth in said bid, plus a ten percent contingency as said sum may be lawfully increased or decreased by the actual quantities of work units involved, and is hereby authorized to enter into an Agreement with said bidder substantially similar to that document attached hereto and incorporated herein by this reference as “Exhibit B” for such work in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the Agreement attached hereto as “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor performing work under the contract for this Project must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

81 Section 4 – The budget of the Department of Environmental Services for the
82 Fiscal Year 2023-2024, is hereby amended in the accounts and amounts as shown on
83 Budget Adjustment No. 002, a copy of which is attached hereto and incorporated herein
84 by reference as “Exhibit C.”

85
86 Section 5 – City Council hereby finds that the budget adjustment described
87 herein has been recommended by the City Manager.

88
89 Section 6 – The City Manager is directed to cause the appropriate accounting
90 entries to be made in the books and records of the City.

91
92 Section 7 – This Ordinance shall be in full force and effect from and after
93 passage.

94
95 Passed at meeting: _____

96
97 _____
98 Mayor
99

100 Attest: _____, City Clerk

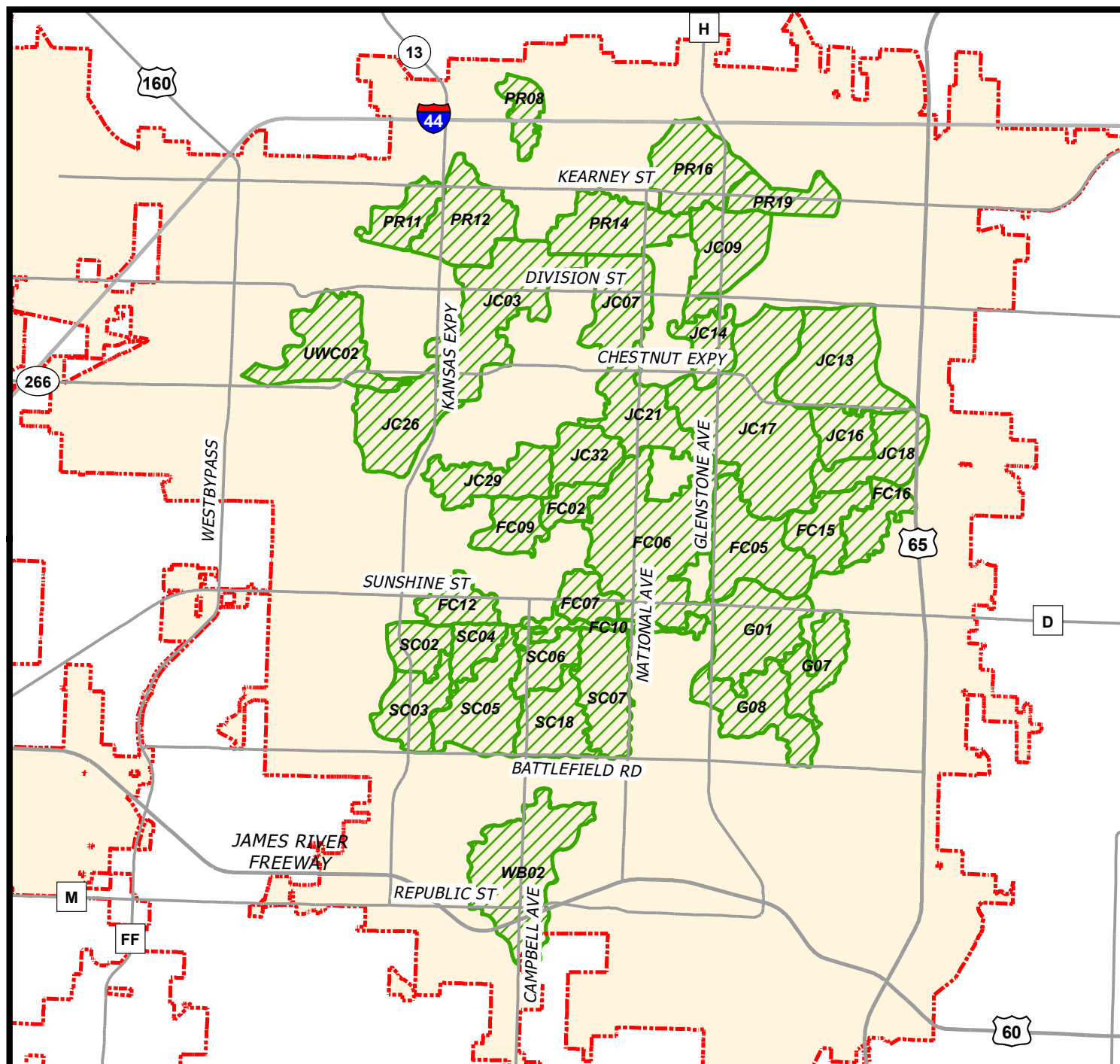
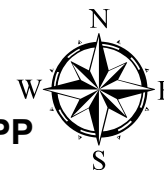
101
102 Filed as Ordinance: _____

103
104 Approved as to form: John Millington, Deputy City Attorney

105
106
107 Approved for Council action: Jason A. Page, City Manager
108



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 6 PUBLIC SEWER REHABILITATION - Cleaning, CCTV & CIPP



Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 6 Rehab- CIPP
- City Limit Boundary
- City of Springfield Area

Sanitary Sewer Sub-basin Labels

FC02 - Fassnacht Creek Sub-basin 2	JC07 - Jordan Creek Sub-basin 7	PR12 - Pea Ridge Sub-basin 12
FC05 - Fassnacht Creek Sub-basin 5	JC09 - Jordan Creek Sub-basin 9	PR14 - Pea Ridge Sub-basin 14
FC06 - Fassnacht Creek Sub-basin 6	JC13 - Jordan Creek Sub-basin 13	PR16 - Pea Ridge Sub-basin 16
FC07 - Fassnacht Creek Sub-basin 7	JC14 - Jordan Creek Sub-basin 14	PR19 - Pea Ridge Sub-basin 19
FC09 - Fassnacht Creek Sub-basin 9	JC16 - Jordan Creek Sub-basin 16	SC02 - South Creek Sub-basin 2
FC10 - Fassnacht Creek Sub-basin 10	JC17 - Jordan Creek Sub-basin 17	SC03 - South Creek Sub-basin 3
FC12 - Fassnacht Creek Sub-basin 12	JC18 - Jordan Creek Sub-basin 18	SC04 - South Creek Sub-basin 4
FC15 - Fassnacht Creek Sub-basin 15	JC21 - Jordan Creek Sub-basin 21	SC05 - South Creek Sub-basin 5
FC16 - Fassnacht Creek Sub-basin 16	JC26 - Jordan Creek Sub-basin 26	SC06 - South Creek Sub-basin 6
G01 - Galloway Sub-basin 1	JC29 - Jordan Creek Sub-basin 29	SC07 - South Creek Sub-basin 7
G07 - Galloway Sub-basin 7	JC32 - Jordan Creek Sub-basin 32	SC18 - South Creek Sub-basin 18
G08 - Galloway Sub-basin 8	PR08 - Pea Ridge Sub-basin 8	UWC02 - Upper Wilson Creek Sub 2
JC03 - Jordan Creek Sub-basin 3	PR11 - Pea Ridge Sub-basin 11	WB02 - Ward Branch Sub-basin 2

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	<u>Termination Date</u>		CONTRACT NUMBER:
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: FAX: ATTN: DEPT.:		NAME: INSITUFORM TECHNOLOGIES USA, LLC ADDRESS: PHONE: FAX: ATTN:	

AGREEMENT

This Agreement is by and between City of Springfield, Missouri (hereinafter called "Owner") and Insituform Technologies USA, LLC (hereinafter called "Contractor").

WHEREAS, the City of Springfield, Missouri entered into a 2nd Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) on or about April 27, 2021, pursuant to the Clean Water Act (CWA), and pursuant to the ACJ, the City implemented a City wide Supplemental Overflow Control Plan (SOCP) to reduce sanitary sewer overflows (SSOs); and

WHEREAS, the SOCP includes a public sewer rehabilitation program (hereinafter known as 'Group' projects) to reduce SSOs, and the City has implemented Groups 1 through 5 of the public sewer rehabilitation and is ready for Group 6 Public Sewer Rehabilitation; and

WHEREAS, Group 6 Public Sewer Rehabilitation will require several agreements for different types of public sewer rehabilitation, and the work to be performed with this project is the Group 6 Public Sewer Rehabilitation – Sewer Main Cleaning, CCTV and Cured-in-Place Pipe (CIPP); and

NOW THEREFORE, Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is called Group 6 Public Sewer Rehabilitation Project – Sewer Main Cleaning, CCTV and Cured-in-Place Pipe (CIPP) (also called 'Group 6' or 'Group 6 Public Rehab' or 'Agreement') with

the main schedule and work location maps included in the bid documents. The main schedule includes generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP) and is attached hereto as Exhibit A.

The work to be performed pursuant to this Agreement will include:

- a) Cleaning approximately 113,000 linear feet of sewer main, ranging from 8-inch to 36-inch diameter, the majority of which is 8-inch Vitrified Clay Pipe (VCP).
- b) CCTV of approximately 113,000 linear feet of sewer main, ranging from 8-inch to 36-inch diameter, the majority of which will be 8-inch VCP. Pre- and post-rehabilitation CCTV will be required. Note that National Association of Sewer service Companies (NASSCO) Pipeline Assessment Certification Program (PACP)/Lateral Assessment Certification Program (LACP)/Manhole Assessment Certification Program (MACP) standards are to be followed. The City expects thorough video of each service lateral connection to drive future rehabilitation of those connections. Post-rehabilitation CCTV will be completed after each main line CIPP rehabilitation is completed.
- c) CIPP rehabilitation of approximately 113,000 linear feet of the cleaned and televised sewer main at the discretion and authorization of the Owner. The majority of the existing pipe to be lined will be VCP with a small amount of Reinforced Concrete Pipe (RCP) and other pipe types of 8-inch diameter to 36-inch diameter. (see Exhibit A).

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The work shall be substantially completed, subject to annual appropriation, on or before 540 calendar days from the date of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 14.07.B of the Standard General Conditions.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment

other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, an amount equal to the sum of the cash allowance and contingency allowance and established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for a total not to exceed: **Five Million Seven Hundred Forty Thousand Seven Hundred Twenty-Four dollars and 20 cents (\$ 5,740,724.20).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. The Resident Project Representative will prepare Applications of Payment, in accordance with Article 14 of the Supplementary Conditions, and will provide the Applications to the Contractor for review. Applications for Payment, signed by the Contractor, will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on the basis of Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.
2. If the Owner or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the Owner may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the Owner.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract

Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps from Owner Geographical Information System Database with each map sheet bearing Map Sheet Number, the sub-basin identification and the following general title:

GROUP 6 - CIPP

8. Addenda 1 through 2.
9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to

Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit, as a penalty to the Owner, one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.**

9.08 Occupational License.

A. The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until the occupational license has been obtained and that the Contractor is current on any City taxes is verified.

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

A. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

9.11 Nondiscrimination.

A. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.
2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

9.13 Safety Training.

A. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors.

9.14 Affidavit for Contracts Over \$5,000.00.

A. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

9.15 Compliance with Laws.

A. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

9.16 Entire Agreement.

A. 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.

9.17 Jurisdiction.

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

9.18 General Independent Contractor Clause.

A. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments. Federal Insurance contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Worker's Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

This Agreement will be effective on _____.

Owner: _____

Contractor: _____

By _____

By _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

Joint Venture

Contractor: _____

By_____

Title: _____

Address for giving notices

End of Section

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
002

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103337	00000	\$6,314,796.62	Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehab - Sewer Main Cleaning, CCTV, and Cured-In-Place Pipe
Net Expenditure Adjustment						\$6,314,796.62	

Fund Balance Appropriation:

Fund	Title	Amount
53020	Clean Water Improvement Fund	(6,314,796.62)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves of \$6,314,796.62 from the Clean Water Enterprise Fund for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehab - Sewer Main Cleaning, CCTV, and Cured-In-Place Pipe project.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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



EXPLANATION TO COUNCIL BILL 2023-163 (HOSMER)

FILED: 06/09/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the issuance of not to exceed \$13,000,000 principal amount of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 of the City of Springfield, Missouri, for the purpose of expanding and improving the City's landfill biogas recovery system; amending the Fiscal Year 2023-2024 budget of the City in the amount of not to exceed \$16,000,000; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

PURPOSE: This Council bill will authorize the City Manager or his designee to direct the issuance, sale, and delivery of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 in the principal amount not to exceed \$13,000,000 for the purpose of expanding and improving the City's landfill biogas recovery system; amending the Fiscal Year 2023-2024 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the total amount of \$16,000,000.00, by appropriating \$13,000,000.00 in financed funds from the Special Obligation Bonds and \$3,000,000.00 in reserves of said fund to cover the cost of the project, to provide for a contingency and auxiliary professional services required to install, commission and permit the project; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

BACKGROUND INFORMATION: Proceeds from this issuance of Special Obligation Bonds will be used to fund the Gas Collection & Control System Expansion Phase VI, at the Springfield Noble Hill Sanitary Landfill.

This project is required for the Springfield Noble Hill Landfill to maintain compliance with the Clean Air Act, more specifically the NSPS requirements under the facilities Part 70 Permit issued by the Missouri Department of Natural Resources.

Work covered under this project is generally described as installation of 103 vertical gas extraction wells, new condensate drip traps, installation of header/lateral pipes to connect the new and replacement wells to the existing gas collection network, in-place abandonment of applicable existing gas collection system components, and installation of well bore seals, and a new blower flare skid.

The collection and control of landfill gas is necessary for the protection of human health



and the environment at and near to the Sanitary Landfill. The controlled combustion of landfill gas also significantly reduces the quantity of methane gas that would otherwise be released into the atmosphere as a greenhouse gas.

This project will also provide for the continued beneficial use of landfill gas for the production of renewable electricity and other beneficial uses as they become available.

Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file.

The project was advertised in The Daily Events on May 9, 2023, through May 15, 2023.

Bids were opened via teleconference on Demandstar, on June 15, 2023, at 3:00 p.m.

The Department of Purchasing is authorized on behalf of the City of Springfield, Missouri, to accept the low bid of SCS Field Services, in the amount of \$9,340,485, for the Project at the price and sum set forth in said bid, plus a 20 percent contingency as said sum may be lawfully increased or decreased by the actual quantities of work units involved, for a total of \$11,208,582, and is authorized to enter into an agreement with said bidder for such work in accordance with the terms of the bid, the plans, and the specifications. Additional funds are hereby obligated to perform the auxiliary professional services required to install, commission and permit the project.

This project will be funded by the reserves of the Department of Environmental Services Solid Waste Enterprise Fund and Special Obligation Bonds.

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

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 6/21/2023

Attachments:

1. Special Obligation Bonds_ord
2. FORM OF BOND -(Exhibit A)
3. City Purchase Agreement - (Exhibit B)
4. CDA -(Exhibit C)
5. BA- (Exhibit D)

6. TCA - MOEIERA Series 2023 (Exhibit E)
7. POS4 -(Exhibit F)
8. Appendix A to Exhibit F

One-rdg. _____
P. Hrngs. _____
Pgs. 214
Filed: 06-20-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-163

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the issuance of not to exceed \$13,000,000 principal amount of
2 Special Obligation Bonds (State Environmental Improvement and
3 Energy Resources Authority – Energy Facilities Revenue Bonds),
4 Series 2023 of the City of Springfield, Missouri, for the purpose of
5 expanding and improving the City’s landfill biogas recovery system;
6 amending the Fiscal Year 2023-2024 budget of the City in the
7 amount of not to exceed \$16,000,000; prescribing the form and
8 details of the bonds and the agreements made by the City to
9 facilitate and protect their payment; and prescribing other related
10 matters; and declaring an emergency.
11 _____
12

13 WHEREAS, the City of Springfield, Missouri (the “City”), is a constitutional home-
14 rule charter city organized and existing under the Constitution and laws of the State of
15 Missouri and the City’s Charter; and
16

17 WHEREAS, the City now owns and operates a landfill biogas recovery system,
18 serving the City and its inhabitants, including connected and related appurtenances and
19 facilities and extensions, improvements, additions and enlargements made or acquired
20 by the City after the date of this Ordinance (the “System”); and
21

22 WHEREAS, the City desires to expand and improve the System (the “Project”),
23 such improvements to be financed by the issuance by the City pursuant to this
24 Ordinance of its Special Obligation Bonds (State Environmental Improvement and
25 Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 (the
26 “Bonds”) in the principal amount of not to exceed \$13,000,000; and
27

28 WHEREAS, to provide for the most cost-effective financing of the Project, the
29 City desires to cause the State Environmental Improvement and Energy Resources
30 Authority (the “Authority”) to purchase the Bonds; and
31

32 WHEREAS, in order to obtain funds to purchase the Bonds and to pay costs of
33 issuance related to the Bonds and the Authority Bonds (as defined below), the Authority

intends to issue its Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023 (the "Authority Bonds") simultaneously with the issuance and sale of the Bonds, which bonds are secured solely from Bond payments made by the City hereunder duly assigned to the trustee for the Authority Bonds; and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri (collectively, the "Act") to issue and sell special obligation bonds for the purpose of paying all or part of the cost of expanding and improving the System, with the principal of and interest on said bonds payable solely from funds annually appropriated by the City from sources available for such purpose; and

WHEREAS, the City presently intends to satisfy its obligation to make debt service payments on the Bonds, the proceeds of which are used to finance the Project, from amounts annually appropriated by the City Council from tipping fees the City receives from the operation of the System; and

WHEREAS, the City Council of the City (the "City Council") has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate have been accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost being not less than the Principal Amount; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that special obligation bonds be issued and secured in the form and manner provided in this Ordinance and be sold to the Authority, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the City Purchase Agreement and the Indenture (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

80 “Additional Payments” means the following:
81

82 (a) to the Trustee, when due, all reasonable fees and charges for its
83 services rendered under the Indenture and any other Transaction Documents, and
84 all reasonable expenses (including without limitation reasonable fees and charges
85 of any paying agent under the Indenture, bond registrar, counsel, accountant,
86 engineer or other person) incurred in the performance of the duties of the Trustee
87 under the Indenture for which the Trustee and other persons are entitled to
88 repayment or reimbursement;
89

90 (b) to the Trustee for deposit in applicable account of the Rebate Fund,
91 upon demand, an amount necessary to pay all arbitrage rebate installments
92 (including yield reduction payments, if any) and a final arbitrage rebate payment
93 (including the costs of calculating rebate payments, if any) with respect to the
94 Authority Bonds in accordance with the Tax Compliance Agreement and the
95 Indenture;
96

97 (c) to the Authority, on the Closing Date, its regular issuance fees and
98 charges, if any, and all expenses (including without limitation attorney’s fees)
99 incurred by the Authority in relation to the transactions contemplated by this
100 Ordinance and the Indenture, which are not otherwise to be paid by the City under
101 this Ordinance or the Indenture;
102

103 (d) to the appropriate person, when due, such payments as are required
104 (i) as payment for or reimbursement of any and all reasonable costs, fees,
105 expenses and liabilities incurred by the Authority or the Trustee or any of them in
106 satisfaction of any obligations of the City hereunder or the Indenture that the City
107 does not perform, or incurred in the defense of any action or proceeding with
108 respect to the Project, this Ordinance or the Indenture (including an audit,
109 questionnaire, inquiry, investigation or other request for information from the
110 Internal Revenue Service, the Securities and Exchange Commission or any other
111 federal or State regulatory agency in connection with the Authority Bonds), or (ii)
112 as reimbursement for expenses paid, or as prepayment of expenses to be paid, by
113 the Authority or the Trustee and that are incurred as a result of a request by the
114 City, or a requirement of this Ordinance or the Indenture and that the City is not
115 otherwise required to pay under this Ordinance or the Indenture; and
116

117 (e) to the appropriate person, when due, any other amounts required to
118 be paid by the City under this Ordinance or the Indenture.
119

120 Any past due Additional Payments shall continue as an obligation of the City until
121 they are paid and shall bear interest at the Prime Rate plus 2% during the period such
122 Additional Payments remain unpaid.
123

124 “Authority” means the State Environmental Improvement and Energy Resources
125 Authority, a body corporate and politic and a governmental instrumentality of the State.

126 “Authority Bonds” means the Authority’s Energy Facilities Revenue Bonds (City of
127 Springfield, Missouri Biogas Recovery System Project), Series 2023.

128
129 “Authorized Representative” means the Mayor, the City Manager, the Director of
130 Finance, or such other Person at the time designated to act on behalf of the City as
131 evidenced by written certificate furnished to the Paying Agent containing the specimen
132 signature of such Person and signed on behalf of the City by the Mayor. Such certificate
133 may designate an alternate or alternates, each of whom shall be entitled to perform all
134 duties of the Authorized Representative.

135
136 “Bond Debt Service” means the amount of the principal of and interest due on the
137 Bonds on the date of calculation required in this Ordinance.

138
139 “Bond Register” means the books for the registration, transfer and exchange of
140 Bonds kept at the office of the Paying Agent.

141
142 “Bonds” means the City’s Special Obligation Bonds (State Environmental
143 Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds),
144 Series 2023, authorized and issued under this Ordinance.

145
146 “City Purchase Agreement” means the Purchase Agreement between the City and
147 the Authority related to the Bonds, as supplemented, modified or amended in accordance
148 with its terms.

149
150 “Closing Date” means the date of the initial issuance and delivery of the Bonds.

151
152 “Consulting Engineer” means each independent engineer or engineering firm with
153 experience in designing and constructing energy facilities and retained by the City.

154
155 “Costs of Issuance” shall have the meaning set forth in the Indenture.

156
157 “Debt Service Fund” means the Debt Service Fund established by Section 401 of
158 the Indenture.

159
160 “Defeasance Securities” means:

161
162 (a) Government Obligations which are not subject to redemption prior to
163 maturity; or

164
165 (b) Cash (insured at all times by the Federal Deposit Insurance
166 Corporation or otherwise collateralized with Government Obligations).

167
168 “Event of Nonappropriation” means an Event of Nonappropriation as described in
169 Section 2.02(b).

171 “Funds Transfer Method” means electronic transfer in immediately available funds,
172 automated clearing house (ACH) funds, or other method approved by the Trustee at the
173 written request of the City with written notice to the Paying Agent.
174

175 “Government Obligations” means the following:
176

177 (a) bonds, notes, certificates of indebtedness, treasury bills or other
178 securities constituting direct obligations of, or obligations the principal of and
179 interest on which are fully and unconditionally guaranteed by, the United States of
180 America; and
181

182 (b) evidences of direct ownership of a proportionate or individual interest
183 in future interest or principal payments on specified direct obligations of, or
184 obligations the payment of the principal of and interest on which are unconditionally
185 guaranteed by, the United States of America, which obligations are held by a bank
186 or trust company organized and existing under the laws of the United States of
187 America or any state thereof in the capacity of custodian in form and substance
188 satisfactory to the Trustee.
189

190 “Indenture” means the Bond Indenture as originally executed by the Authority and
191 the Trustee, as from time to time amended and supplemented in accordance with the
192 provisions thereof.
193

194 “Interest Payment Date” means each February 1 and August 1, commencing
195 February 1, 2024.
196

197 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended,
198 and, when appropriate, any statutory predecessor or successor thereto, and all applicable
199 regulations (whether proposed, temporary or final) thereunder and any applicable official
200 rulings, announcements, notices, procedures and judicial determinations relating to the
201 foregoing.
202

203 “Ordinance” means this Ordinance as from time to time amended in accordance
204 with its terms.
205

206 “Outstanding” means, as of the date of determination, all Bonds issued and
207 delivered under this Ordinance, except:
208

209 (1) Bonds canceled by the Paying Agent or delivered to the Paying
210 Agent for cancellation;
211

212 (2) Bonds for the payment of the principal or redemption price of and
213 interest on which money or Defeasance Securities are held under Section 901;
214

215 (3) Bonds in exchange for which, or in lieu of which, other Bonds have
216 been registered and delivered pursuant to this Ordinance; and

(4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means the Authority or any assignee of the Authority under the Indenture.

“Paying Agent” means UMB Bank, N.A., and its successors and assigns acting at any time as Paying Agent under this Ordinance.

“Principal Payment Date” means (a) each principal installment payment date as shown on Schedule 1 to the Bonds, (b) the Stated Maturity of the Bonds, and (c) any date on which the Bonds are redeemed in accordance with Section 301.

“Project Fund” means the Project Fund established by Section 401 of the Indenture.

“Purchase Price” means the amount paid by the Authority in accordance with the City Purchase Agreement and deposited in accordance with Section 402 of the Indenture.

“Record Date” means the 15th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“State” means the State of Missouri.

“Stated Maturity” means the final maturity date of the Bonds.

“Tax Compliance Agreement” means the Tax Compliance Agreement among the Authority, the City and the Trustee related to the Authority Bonds.

“Trustee” means the entity serving as trustee under the Indenture.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the aggregate principal amount of **not to exceed \$13,000,000** subject to the terms and for the purposes of this Ordinance.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be transferred to the Trustee and credited to and deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any

form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(b) The City Council hereby directs that, subject to subsection (a) above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget pursuant to Section 704. An Event of Nonappropriation will be deemed to have occurred if the City Council fails to budget, appropriate or otherwise provide for on or before the last day of any Fiscal Year sufficient funds to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in this Ordinance coming due during the immediately following Fiscal Year. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Bonds will be issued in substantially the form of "Exhibit A" and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature on the Stated Maturity (subject to redemption prior to the Stated Maturity as provided in Article III). The Bonds shall become due, in installments, in the amounts set forth on the amortization schedule attached as Schedule 1 to the Bonds. The Bonds will bear interest on the principal amount Outstanding from the Closing Date or from the most recent Interest Payment Date to which interest has been paid or provided for at the interest rates and as calculated and set forth on the amortization schedule attached as Schedule 1 to the Bonds; provided that, the true interest cost on the Bonds shall **not exceed 5.75%**. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date. Schedule 1 to the Bonds is subject to revision upon partial redemption of the Bonds as set forth in Section 302.

The City Council does hereby establish a Final Terms Committee for the Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of

the City to establish for the Bonds (a) the principal amount of the Bonds, which shall **not exceed \$13,000,000**, (b) the principal maturity dates of the Bonds and the principal amount thereof maturing on such dates, with a final maturity not later than the year **2038**, (c) the purchase price for the Bonds shall **not be less than 97%** of the principal amount thereof, (d) the weighted average maturity of the Bonds shall **not be less than 7 years nor more than 12 years**, (e) the interest rates to be borne by the Bonds, with a true interest cost **not exceeding 5.75%** and (f) the dates upon which the Bonds may be called for redemption prior to maturity, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the City Purchase Agreement upon the execution thereof.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of the Bonds.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond on the Principal Payment Date or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) The Bonds and beneficial interests therein may only be purchased by or transferred to the Authority, the Trustee or their respective successors or assigns. Subject to the limitations of the preceding sentence, upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

399 Section 207. Execution, Authentication and Delivery of Bonds.

400
401 (a) Each Bond must be signed by the manual or facsimile signature of the
402 Mayor and attested by the manual or facsimile signature of the City Clerk, and have the
403 official seal of the City affixed or imprinted thereon. If any officer whose manual or
404 facsimile signature appears on any Bond ceases to be an officer before the delivery of
405 any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid
406 and sufficient for all purposes of this Ordinance.

407
408 (b) The Mayor and the City Clerk are directed to prepare and execute the
409 Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying
410 Agent for authentication. Each Bond will be authenticated by any authorized signatory of
411 the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or
412 is valid or obligatory for any purpose until authenticated by the Paying Agent.

413
414 (c) In order to evidence the pledge and assignment of the Bond and the
415 payments hereunder to the trustee for the Authority Bonds, the Mayor is further authorized
416 and directed to execute the Assignment in substantially the form attached to the form of
417 the Bond attached hereto as "Exhibit A."

418
419 Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

420
421 (a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and
422 the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss
423 or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security
424 or indemnity as required by them, in the absence of notice to the City or the Paying Agent
425 that the Bond has been acquired by a bona fide purchaser, the City will execute and the
426 Paying Agent will register and deliver, in exchange for or in lieu of any mutilated,
427 destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor
428 and principal amount. If the Bond has become or is about to become due, the City may
429 pay the Bond instead of issuing a new Bond.

430
431 (b) Upon the issuance of any new Bond under this Section, the City or the
432 Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax
433 or other governmental charge imposed and any other expenses (including the fees and
434 expenses of the Paying Agent) connected with the issuance of the Bond.

435
436 (c) Every new Bond issued pursuant to this Section in lieu of any mutilated,
437 destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the
438 City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone
439 at any time, and will be entitled to all the benefits of this Ordinance equally and ratably
440 with all other Outstanding Bonds.

441
442 Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds
443 that have been paid or redeemed or that have otherwise been surrendered to the Paying
444 Agent, either at or before Stated Maturity, will be canceled immediately upon the payment

or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price set forth in the City Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the City Purchase Agreement, in substantially the form presented to the City Council at this meeting (a copy of which document is attached hereto as "Exhibit B"). The City Manager is authorized to execute the City Purchase Agreement for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager on the City Purchase Agreement. The City Manager is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance (including, but not limited to, the Tax Compliance Agreement and any agreement with the Paying Agent with respect to its services hereunder). The City Clerk is authorized and directed to attest the execution of the City Purchase Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, an amount equal to the Paying Agent's fees and expenses; provided, however, that, so long as the Paying Agent under this Ordinance is the same entity as the entity serving as Trustee under the Indenture, the Paying Agent will not be paid any fees for its services under this Ordinance.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to the Stated Maturity thereof, in whole or in part, on and after the dates set forth in the City Purchase Agreement, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption plus a premium equal to 30 days' interest on the Bonds to be called for redemption. Bonds may be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

488 Section 302. Revisions to Schedule 1; Selection of Bonds Upon Partial
489 Redemption.

490
491 (a) Upon the partial redemption of the Bonds pursuant to Section 301, the
492 Owner will provide a replacement Schedule 1 to the Bonds, reflecting the reductions to
493 the principal amounts, to the Paying Agent and the City, which will be binding on the City
494 absent manifest error and will replace the previous Schedule 1 to the Bonds without any
495 further action on the part of the City. The revised Schedule 1 to the Bonds is subject to
496 such verification requirements as may be reasonably established by the Paying Agent.

497
498 (b) The redemption of the Bonds in part will be reflected in the records
499 maintained by the Paying Agent.

500
501 Section 303. Notice and Effect of Call for Redemption.

502
503 (a) If the Bonds are being optionally redeemed, notice of redemption will be
504 given in the manner described below. Unless waived by any Owner of Bonds to be
505 redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption
506 notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption,
507 to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

508
509 (b) All redemption notices will be dated and include the following information:

510
511 (1) the redemption date,

512
513 (2) the redemption price, consisting of the principal amount, redemption
514 premium, if any, and interest to the redemption date,

515
516 (3) if less than all Outstanding Bonds are to be redeemed, the
517 identification number, if any, Stated Maturity and, in the case of partial redemption
518 of any Bond, the respective principal amounts of the Bonds to be redeemed,

519
520 (4) a statement that on the redemption date the redemption price will
521 become due and payable upon each Bond or portion of a Bond called for
522 redemption, and that interest ceases to accrue on the redeemed amount from and
523 after the redemption date, and

524
525 (5) the address of the principal office of the Paying Agent where the
526 Bonds must be surrendered for payment of the redemption price.

527
528 (c) If notice of redemption has been given or waived, the Bonds or portions to
529 be redeemed will become due and payable on the redemption date at the redemption
530 price specified in the notice. From and after the redemption date (unless the City defaults
531 in the payment of the redemption price), the called Bonds will cease to bear interest.
532 Upon the surrender of Bonds for payment of the redemption price in accordance with the
533 notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts. The City hereby acknowledges the establishment of the following funds and accounts of the Authority held by the Trustee under the Indenture:

- (a) Project Fund, and within such fund, a Series 2023 Project Account.
- (b) Costs of Issuance Fund, and within such fund, a Series 2023 Costs of Issuance Account.
- (c) Debt Service Fund, and within such fund, a Series 2023 Debt Service Account.
- (d) Rebate Fund, and within such fund, a Series 2023 Rebate Account.

Section 402. Deposits and Application of Bond Proceeds. The proceeds received from the sale of the Bonds, including any premium and accrued interest, will be deposited by the Trustee simultaneously with the delivery of the Bonds as set forth in the City Purchase Agreement.

Section 403. Assignment and Application of Moneys in the Project Fund and Costs of Issuance Fund.

(a) The City hereby assigns the proceeds of the Bonds held in the Series 2023 Project Account of the Project Fund to the Owner to secure the City's obligations under this Ordinance. Moneys in the Series 2023 Project Account of the Project Fund will be disbursed periodically at the direction of the City for the sole purpose of paying the cost of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the City Council with the advice of the Consulting Engineer.

(b) Moneys in the Series 2023 Costs of Issuance Account of the Costs of Issuance Fund will be disbursed periodically at the direction of the City for the purpose of paying the Costs of Issuance related to the Bonds and the Authority Bonds.

(c) Requisitions will be submitted for withdrawals from the Series 2023 Project Account of the Project Fund or the Series 2023 Costs of Issuance Account of the Costs of Issuance Fund in accordance with Sections 403 and 404 of the Indenture, respectively.

578 Section 404. Application of Money in the Rebate Fund.

579
580 (a) There shall be deposited in the Series 2023 Rebate Account of the Rebate
581 Fund such amounts as are required to be deposited therein pursuant to the Tax
582 Compliance Agreement with respect to the Authority Bonds. All money at any time
583 deposited in the Series 2023 Rebate Account of the Rebate Fund shall be held in trust,
584 to the extent required to pay arbitrage rebate, and neither the City nor the Owner of any
585 Bonds shall have any rights in or claim to such money. All amounts deposited into or on
586 deposit in the Series 2023 Rebate Account of the Rebate Fund shall be governed by this
587 Section and the Tax Compliance Agreement (which is incorporated herein by reference).

588
589 (b) Pursuant to the Tax Compliance Agreement, the City shall periodically
590 determine the amount of arbitrage rebate due with respect to the Authority Bonds under
591 Section 148(f) of the Internal Revenue Code in accordance with the Tax Compliance
592 Agreement, and the City shall make payments to the United States of America at the
593 times and in the amounts determined under the Tax Compliance Agreement. Any money
594 remaining in the Rebate Fund after redemption and payment of all of the Authority Bonds
595 and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall
596 be released to the City.

597
598 (c) Notwithstanding any other provision of this Ordinance, including in
599 particular Article VII, the obligation to pay arbitrage rebate and to comply with all other
600 requirements of this Section shall survive the defeasance or payment in full of the Bonds
601 and the Authority Bonds.

602
603 ARTICLE V

604
605 APPLICATION OF REVENUES

606
607 Section 501. Payment of Debt Service. Subject to the limitations set forth in
608 Section 202, the City covenants and agrees that from and after the delivery of the Bonds
609 and so long as any of the Bonds and/or the Authority Bonds remain outstanding and
610 unpaid, the City will, by the Funds Transfer Method, transfer to the Paying Agent for
611 immediate transfer to the Trustee and credit to the Series 2023 Debt Service Account of
612 the Debt Service Fund the following amounts:

613
614 (a) on February 1, 2024, and on each Interest Payment Date thereafter,
615 the amount of interest due on the Bonds on the next Interest Payment Date; and

616
617 (b) on August 1, 2024, and on each Principal Payment Date thereafter,
618 the principal due on the next Principal Payment Date.

619
620 Section 502. Transfer of Funds to Paying Agent. The Director of Finance is
621 authorized and directed to make the payments as provided in Section 501, and to forward
622 amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying
623 Agent will have sufficient available funds on or before the fifth Business Day immediately

preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. All moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 503. Payment of Additional Payments. Subject to the limitations set forth in Section 202, the City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will make all required Additional Payments. The Director of Finance is authorized and directed to make any required Additional Payments, and to forward said amounts to the appropriate person on or before the dates when said payments are due.

Section 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys. Moneys held in any fund or account held by the Trustee shall be invested as provided in the Indenture.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Annual Audit.

(a) Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Section 702. Continuing Disclosure.

(a) The City is authorized to enter into the Continuing Disclosure Agreement, in substantially the form presented to the City Council at this meeting (a copy of which

document is attached hereto as "Exhibit C"). The City Manager is authorized to execute the Continuing Disclosure Agreement for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager on the Continuing Disclosure Agreement. The City Clerk is authorized and directed to attest the execution of the Continuing Disclosure Agreement.

(b) The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, the Authority, the Trustee, or any owner of the Authority Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Agreement. In no event will a default under the Continuing Disclosure Agreement be considered a default pursuant to this Ordinance.

Section 703. Tax Covenants Respecting the Authority Bonds.

(a) In order to maintain the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation, the City agrees that it shall comply with its obligations as set forth in the Tax Compliance Agreement.

(b) The City is authorized to enter into the Tax Compliance Agreement, in substantially the form presented to the City Council at this meeting (a copy of which document is attached hereto as "Exhibit E"). The City Manager is authorized to execute the Tax Compliance Agreement for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager on the Tax Compliance Agreement. The City Clerk is authorized and directed to attest the execution of the Tax Compliance Agreement.

(c) Notwithstanding any other provision of this Ordinance, including in particular Article VII, the obligation to comply with all requirements of the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds and the Authority Bonds.

Section 704. Preliminary Official Statement and Final Official Statement Respecting the Authority Bonds.

(a) The Preliminary Official Statement respecting the Authority Bonds, in substantially the form attached hereto as "Exhibit F" (the "Preliminary Official Statement"), is hereby ratified and approved, and the final Official Statement respecting the Authority Bonds (the "Official Statement") is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City

Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the purchaser of the Authority Bonds in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Authority Bonds.

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

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

ARTICLE VIII

REMEDIES

Section 801. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(i) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(ii) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(iii) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 802. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 804. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

Section 805. Exception for Continuing Disclosure. This Article shall not apply to the City's continuing disclosure obligations, and the Beneficial Owners (as defined in the Continuing Disclosure Agreement) of the Authority Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in Section 702 and the City's Continuing Disclosure Agreement.

Section 806. No Obligation to Appropriate Moneys or to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the Bonds or to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

ARTICLE IX

DEFEASANCE

Section 901. Defeasance. When any or all of the principal of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the principal of the Bonds or scheduled interest payments

thereon so paid and discharged. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State, having full trust powers and meeting the requirements of a successor trustee (as set forth in the Indenture) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE X

AMENDMENTS

Section 1001. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owner and the Trustee. Consent must be evidenced by an instrument executed by the Owner and the Trustee, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owner and the Trustee an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms, is valid and binding upon the City in accordance with its terms and does not adversely affect the exclusion of interest on the Authority Bonds from gross income for federal income tax purposes, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Further Authority. The officers of the City, including the Mayor, City Manager, Director of Finance and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1102. Budget Adjustment for Fiscal Year Ending June 30, 2024; Accounting.

(a) The City's budget for the Fiscal Year ending June 30, 2024, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 003, a copy of which is attached as "Exhibit D." The City Council finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists, and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

(b) The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. If additional funding is required, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in "Exhibit D."

Section 1103. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered 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.

Section 1104. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1105. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1106. Declaration of Emergency; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City. Therefore, this Ordinance is in full force and effect from and after its passage.

900 Passed at meeting: _____
901 _____
902 Mayor
903
904 Attest: _____, City Clerk
905
906 Filed as Ordinance: _____
907
908
909 Approved as to form: Jim Millington, Deputy City Attorney
910
911
912 Approved for Council action: Jason A. Hays City Manager

EXHIBIT A

FORM OF BOND

[THIS BOND AND BENEFICIAL INTERESTS THEREIN MAY ONLY BE PURCHASED BY OR TRANSFERRED TO THE STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, THE TRUSTEE NAMED UNDER THE BOND INDENTURE DATED AS OF AUGUST 1, 2023, EXECUTED BY THE AUTHORITY AND SAID TRUSTEE, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS]

Registered
No. R- _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY –
ENERGY FACILITIES REVENUE BONDS)
SERIES 2023

Dated Date

Interest Rates

Stated Maturity

See Schedule 1

August 1, 20____

REGISTERED OWNER: STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY
RESOURCES AUTHORITY

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the principal amount shown above in installments, in the amounts and on the dates set forth on the amortization schedule attached as Schedule 1 hereto, and to pay interest thereon at the interest rates per annum as shown and calculated on the amortization schedule attached as Schedule 1 hereto. Interest shall be paid on February 1 and August 1 in each year, commencing February 1, 2024 (each an “Interest Payment Date”), from the dated date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

The principal of this Bond shall be paid on each principal installment payment date as shown on the amortization schedule attached as Schedule 1 hereto (each an “Installment Payment Date”), at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register on an Installment Payment Date, at maturity or redemption date

thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond on an Installment Payment Date, at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023" (the "Bonds"), issued by the City for the purpose of expanding and improving a landfill biogas recovery system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the City's Charter, the Constitution and laws of the State of Missouri and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity, in whole or in part, on _____, 20____ and thereafter at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date plus a premium equal to 30 days' interest on the Bonds to be called for redemption.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to pay the principal of and redemption premium, if any, and interest on the Bonds, the Additional Payments and any other obligations of the City to make payments under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof.

THIS BOND AND BENEFICIAL INTERESTS THEREIN MAY ONLY BE PURCHASED BY OR TRANSFERRED TO THE AUTHORITY, THE TRUSTEE OR THEIR RESPECTIVE

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

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Springfield, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

UMB Bank, N.A., Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

[NOTE RESTRICTIONS ON TRANSFERS]

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

UMB BANK, N.A., as Trustee

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB Bank, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: **[**CLOSING DATE**]**.

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

PURCHASE AGREEMENT

Dated as of August 1, 2023

by and between the

STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

\$[**Principal Amount**]
SPECIAL OBLIGATION BONDS
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
– ENERGY FACILITIES REVENUE BONDS), SERIES 2023

OF THE

CITY OF SPRINGFIELD, MISSOURI

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of August 1, 2023, between the STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, a body corporate and politic and a governmental instrumentality of the State of Missouri, and its successors and assigns (the “*Authority*”), and the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “*City*”). Terms not otherwise defined in the Recitals or Section 1 of this Agreement have the meanings set forth in the below-defined Indenture and Ordinance.

RECITALS

1. The Authority is authorized, pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects, and to issue revenue bonds for the purpose of paying costs of such projects.

2. The City of Springfield, Missouri (the “*City*”) has requested that the Authority assist in the financing of a portion of the costs to expand the City’s landfill biogas recovery system (the “*System*”), as further described in the hereinafter defined Indenture (the “*Series 2023 Project*”).

3. In consideration of the issuance and sale of the City Bonds (as hereinafter defined) to the Authority, the Authority has determined it is in the public interest and in furtherance of the objectives and public purposes of the Act to issue its Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023 (the “*Series 2023 Bonds*”), in the aggregate principal amount of \$[**Principal Amount**], pursuant to the Bond Indenture dated as of August 1, 2023 (the “*Indenture*”) between the Authority and UMB Bank, N.A., as trustee (the “*Trustee*”), the proceeds of which will be used to (a) acquire the City Bonds (as hereinafter defined) and advance funds to pay a portion of the costs of the Series 2023 Project and (b) pay Costs of Issuance (as defined in the Indenture).

4. Pursuant to Resolution No. 23-_____ adopted by the Authority on [**Authority Meeting Date**] (the “*Authorizing Resolution*”), the Authority authorized (a) the issuance of the Series 2023 Bonds and (b) the execution and delivery of the Indenture and various other Transaction Documents (as defined in the Indenture).

5. Pursuant to Ordinance No. _____ adopted by the City on July 10, 2023 (the “*City Bond Ordinance*”), the City has agreed to issue its Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 (the “*City Bonds*”), simultaneously with the issuance and sale of the Series 2023 Bonds.

6. The Authority and the City have entered into this Agreement for the purposes of providing for the purchase of the City Bonds by the Authority (as such purchaser, the “*Owner*”).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. Capitalized words and terms not defined herein and used in this Agreement, unless the context requires otherwise, will have the same meanings as set forth in the Indenture and in the City Bond Ordinance.

Section 2. Representations of City. The City represents to the Authority, as follows:

(a) Organization and Authority.

(i) The City is a constitutional home-rule charter city duly created and validly existing under the laws of the State and its Charter and has the necessary power and the authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The City has full legal right and the authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Series 2023 Project, to execute and deliver this Agreement and all other Transaction Documents, to issue the City Bonds, to pledge, subject to annual appropriation, the sources for repayment of the City Bonds under the City Bond Ordinance and the City Bonds, and to carry out its agreements under this Agreement and all other Transaction Documents.

(iii) The proceedings of the City Council of the City approving this Agreement, the City Bonds, the City Bond Ordinance, and all other Transaction Documents and authorizing the City to undertake and complete the Series 2023 Project have been duly and lawfully held.

(iv) This Agreement, the City Bonds, the City Bond Ordinance, and all other Transaction Documents and all other ordinances of the City authorizing the City to undertake and complete the Series 2023 Project have been duly authorized, executed and delivered by the City, and constitute the legal, valid and binding obligations of the City enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the City, after due investigation, there is no fact that the City has not disclosed to the Authority in writing that materially and adversely affects or that will materially and adversely affect the properties or activities of the City or the System, or the ability of the City to issue the City Bonds, to make all payments on the City Bonds, subject to annual appropriation, or to otherwise observe and perform its agreements under this Agreement and all other Transaction Documents.

(c) Pending Litigation. To the best knowledge of the City, after due investigation, there are no proceedings pending or, to the knowledge of the City, threatened against or affecting the City, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the City or the System, or the ability of the City to make all payments on the City Bonds, subject to annual appropriation, or otherwise observe and perform its agreements under this Agreement and all other Transaction Documents, or affecting or seeking to prohibit, restrain or enjoin the City's covenant for the City Manager, the Director of Finance or any other officer of the City to include or cause to be included in each budget submitted to the City Council the necessary annual appropriation for the payment of the City Bonds as required under the City Bond Ordinance that have not been disclosed in writing to the Authority by the City.

(d) Compliance with Existing Laws and Agreements. The agreements of the City in this Agreement or in any other Transaction Document will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the City or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute a default under any of the Transaction Documents. To the knowledge of the City, after due investigation, the City is not in violation of any agreement that would materially adversely affect the ability of the City to make all payments on the City Bonds or otherwise observe and perform its agreements under this Agreement or under any other Transaction Document.

(f) Governmental Consent; Performance.

(i) To the best of its knowledge, the City has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Series 2023 Project and the transactions contemplated by this Agreement. To the best of its knowledge, the City has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with the transactions contemplated by this Agreement and with the undertaking, completion or financing of the Series 2023 Project.

(ii) In connection with the undertaking, completion and financing of the Series 2023 Project, the City covenants and agrees to comply with all applicable State and federal laws, rules and regulations, including federal laws and executive orders referenced in Schedule II to the extent applicable and to cooperate with the Authority in the timely observance and performance of the respective agreements of the City under this Agreement and the Transaction Documents.

(g) Source for Repayment. The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be transferred to the Trustee and credited to and deposited in the Series 2023 Debt Service Account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

(h) Indemnification. The City agrees, to the extent permitted by law, to indemnify and defend the Authority, including its directors, officers, and employees (each, an “*Indemnatee*”) from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments including outside counsel reasonable attorneys’ fees and expenses, arising out of third party claims sustained by an Indemnatee as a result of (i) the Authority’s issuance of the Series 2023 Bonds, the Authority’s purchase of the City Bonds or the execution and delivery of the Transaction Documents; (ii) the City’s breach of this Agreement or the Transaction Documents or the City’s representations, covenants, warranties, or other obligations herein or therein; or (iii) the City’s negligence or intentional misconduct in connection with its

performance of or failure to perform its obligations under this Agreement, the other Transaction Documents, the City Bonds, or the City Bond Ordinance including, but not limited to, the City's failure to comply with any disclosure obligation with respect to the Series 2023 Bonds, the failure to pay any rebate obligations of the Authority with respect to the Series 2023 Bonds, or the City's failure to pay any fees or expenses of the Authority in connection with any audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Authority Bonds in connection with the Series 2023 Bonds or the City Bonds. The City shall not be liable to any Indemnitee under this Section to the extent that damages are incurred by such Indemnitee as a result of such Indemnitee's own negligence or willful misconduct.

(i) The Preliminary Official Statement dated _____, 2023 (the "*Preliminary Official Statement*"), respecting the Series 2023 Bonds as of its date did not, and the Official Statement as of its date (the "*Official Statement*") does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the omission of such information in the Preliminary Official Statement as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended).

(j) The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. Other than the Transaction Documents, the City has not entered into any contract or arrangement that might give rise to any lien or encumbrance on such fees.

(k) At no time and in no event will the City permit, suffer or allow any of the proceeds of the City Bonds to be transferred to any person or entity in violation of, or to be used in any manner which is prohibited by, the Act or any other State or federal law.

Section 3. Representations of the Authority. The Authority represents as follows:

(a) The Authority is a body corporate and politic and a governmental instrumentality of the State with lawful power and the authority to enter into this Agreement acting by and through its duly authorized officers.

(b) This Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding obligation of the Authority in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(c) The execution, delivery and performance of this Agreement by the Authority will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Authority or by which it or any of its property is bound, its bylaws or, to its knowledge, any applicable law, rule, regulation or judicial proceeding.

(d) The Authority does not assume responsibility for constructing the Series 2023 Project or for funding the completion of the Series 2023 Project if the proceeds from the sale of the City Bonds to the Authority are not sufficient.

(e) The Authority has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited, annual appropriation obligations, to be able to evaluate the risks and merits of the purchase by the Authority of the City Bonds in connection with the issuance of

the Series 2023 Bonds. The Authority acknowledges that the City has offered to give access, without restriction or limitation, to all information to which a reasonable investor would attach significance in making investment decisions, and the Authority has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City Bonds, this financing transaction and the City.

(f) The Preliminary Official Statement and the Official Statement does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the foregoing representation is made solely with respect to the information in the Preliminary Official Statement and Official Statement under the headings “THE AUTHORITY,” and the first paragraph under the heading “LITIGATION – The Authority” (except for the omission of such information in the Preliminary Official Statement as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended).

Section 4. Issuance of the City Bonds. The Authority agrees, upon the terms and subject to the conditions contained in this Agreement, to purchase from the City, and the City agrees to issue and sell to the Authority, the City Bonds upon payment of a purchase price thereof pursuant to the terms of the City Bond Ordinance. The City Bonds sold hereunder shall be dated their date of issuance and shall be substantially in the form set forth in, and subject to the terms and provisions of, the City Bond Ordinance. The City Bonds shall mature and shall bear interest and have such other final terms as set forth in Schedule I hereto.

Section 5. Closing. The purchase of the City Bonds shall occur on [****CLOSING DATE****], (the “*Closing Date*”) at 9:00 a.m. at the offices of Gilmore & Bell, P.C., One Metropolitan Square, Suite 2000, 211 N. Broadway, St. Louis, Missouri, or at such other place, at such time, and on such date as the City and the Authority shall mutually agree (the “*Closing*”).

Section 6. Conditions of Purchase of the City Bonds. The obligation of the Authority to purchase the City Bonds hereunder is conditioned upon:

(a) At the Closing, (i) the Transaction Documents shall have been authorized, executed and delivered, shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the applicable parties and the Original Purchaser of the Series 2023 Bonds, which approval shall be deemed given by the purchase of the Series 2023 Bonds by the Original Purchaser on the Closing Date, (ii) all conditions for the issuance of the Series 2023 Bonds set forth in Sections 202(c) and (d) of the Indenture have been satisfied, (iii) the Series 2023 Bonds have been issued and sold and the proceeds thereof are sufficient for the purchase of the City Bonds by the Authority and the proceeds of the sale of the City Bonds and the Series 2023 Bonds shall have been deposited and applied as described in the City Bond Ordinance and the Indenture, and (iv) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C. (“*Bond Counsel*”), counsel to the Authority, counsel to the City and counsel to the Original Purchaser of the Series 2023 Bonds, shall be necessary in connection with the transactions contemplated hereby.

(b) At or prior to the Closing Date, the City shall have executed the City Bonds, the Paying Agent for the City Bonds shall have authenticated the City Bonds and the City shall have adopted the City Bond Ordinance.

(c) At or prior to the Closing Date, the Authority and the Trustee shall have received counterparts, copies or certified copies (as appropriate) of the following documents:

(i) Bond Counsel Opinion. The approving opinion of Bond Counsel to the City, dated the date of Closing, addressed to the City, the Authority and the Trustee, to the effect that the execution and delivery of this Agreement, the City Bonds and the other Transaction Document have been duly authorized by the City in accordance with the Act; this Agreement, the City Bonds and the other Transaction Documents have been duly and validly executed and delivered by the City and constitute valid and binding obligations of the City enforceable in accordance with their terms; and the City Bonds are valid and binding special, limited obligations of the City payable solely from annual appropriations of funds by the City for such purpose. In rendering the foregoing opinion, Bond Counsel to the City may take an exception on account of bankruptcy, insolvency and other laws affecting creditors' rights generally and to the exercise of judicial discretion in accordance with general equitable principles.

(ii) City Bond Ordinance and City Proceedings. A certified copy of the City Bond Ordinance and the minutes (or an excerpt thereof) of the meeting of the City Council showing due authorization and passage of the City Bond Ordinance.

(iii) Other Transaction Documents. The other Transaction Documents, duly executed by the parties thereto.

(iv) City's Certificate. A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Agreement, the City Bond Ordinance and the Tax Compliance Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, (C) no event affecting the City has occurred since the date of the Official Statement related to the Series 2023 Bonds which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement related to the Series 2023 Bonds or is not reflected in the Official Statement related to the Series 2023 Bonds but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending, or to the City's knowledge, threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the City Bonds or affecting directly or indirectly the validity of the City Bond Ordinance or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officials to their respective offices.

(v) City Bond. To the Trustee, the executed City Bond, duly assigned by the Authority to the Trustee, to be held by the Trustee in trust on behalf of the owners of the Series 2023 Bonds.

(vi) Other Closing Materials. Such additional legal opinions, proceedings, instruments, financing statements and other documents as Bond Counsel to the City, counsel to the Authority, counsel to the City and counsel to the Original Purchaser of the Series 2023 Bonds may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all

conditions then to be satisfied for the simultaneous issuance of the City Bonds and the Series 2023 Bonds.

Section 7. No Registration. The Authority understands that the City Bonds have not been registered under the Securities Act of 1933, as amended, and that such registration is not legally required.

Section 8. Termination of Agreement. This Agreement will terminate upon the payment in full of the City Bonds under the City Bond Ordinance.

Section 9. Notices. All notices, filings and other communications will be given by first class mail, postage pre-paid, or sent by telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Trustee shall be effective only upon receipt:

(a) To the City at:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

(b) To the Authority at:

State Environmental Improvement and Energy
Resources Authority
425 Madison Street, Second Floor
Jefferson City, Missouri 65101
Attention: Executive Director
Email: joe.boland@eiera.mo.gov

with a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attention: David W. Brown, Esq.
Email: dbrown@lewisrice.com

(c) To the Trustee at:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 10. Exculpatory Provision. In exercising powers under this Agreement, the City and the Authority and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or

rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the City or the Authority in his or her individual capacity.

Section 11. Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties.

Section 12. Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original 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.

Section 13. Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 15. Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

STATE ENVIRONMENTAL IMPROVEMENT
AND ENERGY RESOURCES AUTHORITY

(SEAL)

By _____
Title: Chairman

ATTEST:

Title: Secretary

CITY OF SPRINGFIELD, MISSOURI

City Manager

(SEAL)

ATTEST:

City Clerk

[Purchase Agreement]

SCHEDULE I
TO
PURCHASE AGREEMENT

FINAL TERMS OF THE CITY BONDS

SPECIAL OBLIGATION BONDS
(STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY –
ENERGY FACILITIES REVENUE BONDS)
SERIES 2023

(a) The principal amount of the Bonds: \$_____ (not to exceed \$13,000,000);

(b) The principal maturity dates of the Bonds and the principal amount thereof maturing on such dates are set forth on the amortization schedule below (with a final maturity not later than 2038):

[insert final amortization schedule]

(c) The purchase price for the Bonds: _____% (not less than 97% of the principal amount thereof);

(d) The weighted average maturity of the Bonds: _____ years (not less than 7 years nor more than 12 years);

(e) The true interest cost of the Bonds: _____% (not to exceed 5.75%);

(f) The proceeds received from the sale of the Bonds, including any premium and accrued interest, will be deposited by the Trustee simultaneously with the delivery of the Bonds as set forth below:

(a) into the Series 2023 Debt Service Account of the Debt Service Fund, the accrued interest, if any, on the Bonds;

(b) into the Series 2023 Costs of Issuance Account of the Costs of Issuance Fund, the sum of \$_____; and

(d) into the Series 2023 Project Account of the Project Fund, the remaining proceeds of the Bonds (\$_____); and

(g) At the option of the City, the Bonds may be called for redemption and payment prior to maturity, in whole or in part, on _____, 20____ and thereafter at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date plus a premium equal to 30 days' interest on the Bonds to be called for redemption.

SCHEDULE II
TO
PURCHASE AGREEMENT

FEDERAL REQUIREMENTS

“Super” Cross-Cutters

- Civil Rights Act of 1964, Title VI: Pub. L. 88-352: Prohibits racial discrimination.
- Federal Water Pollution Control Act, 1972 Amendments, Section 13: Pub. L. 92-500: Prohibits discrimination on the basis of sex, racial, or other discrimination in implementing the law.
- Rehabilitation Act of 1973, Section 504: Pub. L. 93-112: Prohibits discrimination against a qualified individual with a physical or mental disability who is otherwise qualified and can perform essential job functions.
- Age Discrimination Act of 1975: Prohibits discrimination based on age.

CONTINUING DISCLOSURE AGREEMENT

Dated as of August 1, 2023

between

CITY OF SPRINGFIELD, MISSOURI

and

**UMB BANK, N.A.,
as dissemination agent**

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[Principal Amount**]
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of August 1, 2023 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **UMB BANK, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the State Environmental Improvement and Energy Resources Authority (the “**Authority**”) of \$[**Principal Amount**] **Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project) Series 2023** (the “**Bonds**”), pursuant to Bond Indenture dated as of August 1, 2023, between the Authority and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

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

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

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

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

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

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

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

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

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

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

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

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

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

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

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

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

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

Section 3. Reporting of Material Events.

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

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

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

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination

Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is UMB BANK, N.A.

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

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

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

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

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur

arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

UMB BANK, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

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

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

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

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: State Environmental Improvement and Energy Resources Authority

Name of Bond Issue: \$[**Principal Amount**] Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project) Series 2023 (the “Bonds”)

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

Date of Issuance: [**CLOSING DATE**]

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of August 1, 2023, between the City and UMB Bank, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____

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

cc: City of Springfield, Missouri

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit D

Budget Adjustment
003

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55070	08	33520	414020	000000	00000	\$ 13,000,000	Bond Proceeds
Net Revenue Adjustment						\$ 13,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55070	08	33520	509110	000000	00000	\$ 12,000,000	Capital Projects-Landfill Biogas Recovery System
55070	08	33520	509360	000000	00000	500,000	Cost of Issuance
55070	08	33520	509340	000000	00000	500,000	Debt Service - Interest
55010	08	33520	509110	000000	00000	3,000,000	Capital Projects-Landfill Biogas Recovery System
Net Expenditure Adjustment						\$ 16,000,000	

Fund Balance Appropriation:

Fund	Title	Amount
55010	08 Fund Balance Appropriation	\$ 3,000,000

Explanation: To amend the FY2023-24 budget to appropriate bond proceeds for Series 2023, Special Obligation Bonds (State Environmental Improvement and Enerty Resources Authority - Energy Facilites Revenue Bonds) for the purpose of expanding and improving the City's landfill biogas recovery system. Bond principal amount not to exceed \$13,000,000.

Requested By:

Approved By:

Authorization:

Department Head Date

Director of Finance Date

City Manager Date

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

TAX COMPLIANCE AGREEMENT

Dated as of August 1, 2023

Among

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(STATE OF MISSOURI),**

CITY OF SPRINGFIELD, MISSOURI,

And

**UMB BANK, N.A.,
as Trustee**

\$[Principal Amount**]
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule, Computation of Weighted Average Maturity and Proof of Bond Yield

Exhibit B - IRS Form 8038-G with Attachment

Exhibit C - Resolution of Official Intent

Exhibit D - Description of Property Comprising the Financed Facility, Calculation of Average Economic Life and List of Expenditures to be Reimbursed from Bond Proceeds

Exhibit E - Sample Annual Compliance Checklist

Exhibit F - Sample Final Written Allocation

Exhibit G – Copy of the Tax Compliance Procedure

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of August 1, 2023, among **STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY (STATE OF MISSOURI)**, a body corporate and politic and a governmental instrumentality of the State of Missouri duly organized and existing under the laws of the State of Missouri (the “Authority”), **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri (the “City”), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”);

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of \$[**Principal Amount**] principal amount of Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023 (the “Bonds”), under a Bond Indenture dated the date of this Tax Agreement (the “Bond Indenture”) between the Authority and the Trustee, for the purpose of using the proceeds of the Bonds to purchase the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds) Series 2023 dated the date of this Tax Agreement (the “City Bonds”), to provide funds for certain purposes as described in this Tax Agreement and in the Bond Indenture and the City Bonds.

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

3. The Authority, the City and the Trustee are entering into this Tax Agreement to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Bond proceeds and of certain other related money, to establish and maintain the exclusion of interest on the Bonds 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 Authority adopted a State Revolving Funds Programs Tax Compliance Procedure on July 25, 2013 (the “Tax Compliance Procedure”) to set out general procedures for the Authority to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. The City adopted a Tax Compliance Policy and Procedure on May 7, 2012 (the “City Tax Compliance Procedure”), to set 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.

6. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the Authority, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in **Section 101** of the Bond Indenture, Section 1 of the Subsidy Agreement and certain other words and phrases have the meanings assigned in Code § 148 and the Regulations. In addition, the following words and terms used in this Tax Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (i) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (ii) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (iii) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Financed Facility designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.2(e)** and substantially in the form attached to this Tax Agreement as **Exhibit E**.

“Authority” means the State Environmental Improvement and Energy Resources Authority (State of Missouri) and its successors and assigns, or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Authority.

“Available Construction Proceeds” means the sale proceeds of the Bonds, increased by Investment earnings on the sale proceeds, earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and earnings on such earnings, reduced by sale proceeds (a) in a reasonably required reserve or replacement fund, and (b) used to pay costs of issuance. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (1) the date two years after the Issue Date, or (2) the date construction of the Financed Facility is substantially completed. If the Authority has elected under Code § 148(f)(4)(C)(vi)(IV) to rebate earnings on a reasonably required reserve or replacement fund, then Available Construction Proceeds do not include any earnings on such account.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that is (a) used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and (b) depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds of the series of Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023, authenticated and delivered under the Bond Indenture.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Authority and the City.

“Bond Indenture” means the Bond Indenture dated as of August 1, 2023, as originally executed by the Authority and the Trustee, as amended and supplemented by Supplemental Bond Indentures in accordance with the provisions of the Bond Indenture.

“Bond Year” means each 1-year period (or shorter period for the first Bond Year) ending June 1, or another 1-year period selected by the Authority.

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

“City Bond” means the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds) Series 2023 dated the date of this Tax Agreement.

“City Bond Ordinance” means Council Bill No. _____, Special Ordinance No. _____ of the City Council of the City passed _____, 2023 authorizing the issuance of the City Bond.

“City Bond Purchase Agreement” means the Purchase Agreement dated the date of this Tax Agreement by and between the Authority and the City related to the purchase of the City Bonds by the Authority.

“Code” means the Internal Revenue Code of 1986.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The Authority may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than five years after the Issue Date;
- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The Authority selects August 1, 2028 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Corpus” means \$_____ paid by DNR to the Authority and by the Authority to the Escrow Agent under the Subsidy Agreement for deposit in the Authority Account of the Subsidy Fund and any Subsidy Fund Investments purchased and held in the Authority Account of the Subsidy Fund.

“Costs of Issuance Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Costs of Issuance Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“Debt Service Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Debt Service Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“DNR” means the Missouri Department of Natural Resources.

“Escrow Agent” means UMB Bank, N.A., St. Louis, Missouri, and its successors at the time acting as the escrow agent under the Subsidy Agreement.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as summarized on **Exhibit E** and the written allocation of expenditures of the New Money Portion prepared by the City Bond Compliance Officer in accordance with the Authority Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means any of the property financed with the proceeds of the Bonds and Qualified Equity as summarized on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the Authority from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- Project Fund.
- Costs of Issuance Fund.
- Debt Service Fund.
- Rebate Fund (to the extent funded with sale proceeds or Investment proceeds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on 2 or more future dates (*e.g.*, a forward supply contract).

“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 United States Internal Revenue Service.

“Issue Date” means August __, 2023.

“Management or Service Agreement” means any management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility (as defined in Regulations § 1.141-3(b), such as a contract to manage all of the Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary

function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means, when used in reference to the Bonds, sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

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

“Official Intent Date” means _____, as described in **Section 2.2(e)(3)**.

“Opinion of Bond Counsel” means a written opinion or advice of Bond Counsel to the effect that the proposed action or proposed failure to act will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Facility. A similar contract with a Qualified User is not an Output Contract.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property acquired, developed, constructed, renovated, and equipped using proceeds of the Bonds and Qualified Equity, as summarized on **Exhibit D**.

“Project Fund” means the State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Project Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Financed Facility at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date and ending not later than the date the Financed Facility is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means an agreement or arrangement that (a) does not cause or result in Non-Qualified Use of the Financed Facility and which (b) is described in one of the following paragraphs:

(1) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis as customers 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 Financed Facility for a period up to 200 days pursuant to an arrangement whereby (a) the use of the Financed Facility 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 Financed Facility 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 Financed Facility for a period up to 100 days 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 Financed Facility 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 Financed Facility 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 Financed Facility for a period up to 50 days pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Financed Facility 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.

“Reasonable Retainage” means Gross Proceeds retained for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means Gilmore & Bell, P.C. or any successor Rebate Analyst selected pursuant to this Tax Agreement.

“Rebate Fund” means the State Environmental Improvement and Energy Resources Authority City of Springfield, Missouri - Rebate Fund, and specifically, the separate account within such fund for the Bonds, established pursuant to the Bond Indenture.

“Regulations” means all regulations, rulings and notices issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“State” means the State of Missouri.

“Subsidy Agreement” means the Subsidy Escrow Agreement dated the date of this Tax Agreement among DNR, the Authority, the City, and the Escrow Agent.

“Subsidy Fund” means the Subsidy Fund for the State Environmental Improvement and Energy Resources Authority and City of Springfield, Missouri – Series 2023 and within such fund two separate accounts designated as the Authority Account and the City Account created in the custody of the Escrow Agent pursuant to the Subsidy Agreement.

“Subsidy Fund Investments” means direct non-callable obligations of the United States of America.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the Authority’s State Revolving Funds Programs Tax Compliance Procedure dated July 25, 2013, a copy of which is attached to this Tax Agreement as **Exhibit G**.

“Tax-Exempt Bond File” means documents and records for the Bonds, maintained by the Authority and the City pursuant to the Tax Compliance Procedure and this Tax Agreement.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means UMB Bank, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Bond Indenture.

“Underwriter” means _____, the underwriter of the Bonds.

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

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the Authority. The Authority represents and covenants to the City and the Trustee as follows:

(a) *Organization and Authority.* The Authority (1) is a body corporate and politic and a governmental instrumentality of the State duly organized and existing under the laws of the State, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Bond Indenture, to

purchase the City Bonds, to enter into, execute and deliver the Bond Indenture, the Subsidy Agreement and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has duly authorized the person executing this document to execute and deliver this Tax Agreement.

(b) *Tax-Exempt Status of Bonds—General Covenant.*

(1) The Authority (to the extent within its power or control) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code § 148, and will not (to the extent within its power or control) otherwise use or permit the use of any Bond proceeds or any other funds of the Authority, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Authority will account for the expenditure of the Bond proceeds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(c) *IRS Form 8038-G.* Bond Counsel prepared IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City and the Authority contained in this Tax Agreement or otherwise provided by the City and the Authority. Bond Counsel signed the return as a paid preparer following completion and delivered copies to the Authority for execution and for the Authority’s records. The Authority does not know of any inaccuracies in the Form 8038-G included as **Exhibit B**. The Authority agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(d) *Registration Requirement.* Bond Counsel has advised that the Bond Indenture provides that all of the Bonds will be issued and held in registered form as required under Code § 149(a).

(e) *No Federal Guarantee.* The Authority will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(f) *Hedge Bonds.* Based solely on the representations of the City, the Authority expects that (a) at least 85% of the net sale proceeds of the Bonds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and (b) not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(g) *Single Issue; No Other Issues.*

(1) General. The Authority represents and covenants that no other debt obligations of the Authority (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(2) City Bonds. As described in **Section 2.2(m)** of this Tax Agreement, the City Bonds are being sold and issued at the same time as the Bonds and are expected to be purchased by the Authority with a portion of the proceeds of the Bonds. The City Bonds are being issued as taxable debt obligations, the interest on which is includable in gross income for federal income tax purposes. Bond Counsel has advised that the Bonds and the City Bonds constitute separate issues because interest on the City Bonds is includable in gross income for federal income tax purposes.

(3) Conclusion. On the basis of the representations and covenants of the Authority contained in this **Section 2.1(g)** of this Tax Agreement and the representations and covenants of the City contained in **Section 2.2(m)** of this Tax Agreement, Bond Counsel has advised that the Bonds constitute a single “issue” under Regulations § 1.150-1(c).

(h) *Interest Rate Swap.* As of the Issue Date, the Authority has not entered into an interest rate swap agreement or any other similar arrangement designed to modify the interest rate risk with respect to the Bonds. The Authority will not enter into any such arrangement in the future without first notifying and obtaining favorable advice of Bond Counsel.

(i) *Authority Reliance on Other Parties.* The expectations, representations and covenants of the Authority concerning uses of Bond proceeds and certain other money described in this Tax Agreement and other matters are based solely upon covenants, representations and certifications of the City and other parties set forth in this Tax Agreement or exhibits to this Tax Agreement. Although the Authority has made no independent investigation of the representations of other parties, including the City, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or exhibits to this Tax Agreement.

(j) *Compliance with Future Tax Requirements.* The Authority understands that the Code and the Regulations may impose new or different restrictions and requirements on the Authority in the future. The Authority will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(k) *Bank Qualified Tax-Exempt Obligation.* The Authority is not designating the Bonds as “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the City. The City represents and covenants to the Authority and the Trustee as follows:

(a) *Organization and Authority.* The City (1) a constitutional home rule charter city and political subdivision organized and existing under the laws of the State, (2) has lawful power and authority to deliver the City Bonds and to enter into, execute and deliver the Subsidy Agreement and this Tax Agreement and to carry out its obligations under the Subsidy Agreement and this Tax Agreement and (3) by all necessary corporate action, has been duly authorized to deliver the City Bonds and execute and deliver the Subsidy Agreement and this Tax Agreement, acting by and through its duly authorized officers.

(b) *Tax-Exempt Status of Bonds–General Covenant.* In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the

Code and Regulations, (2) will not use or invest, or permit the use or investment of, any Bond proceeds, other money held under the Bond Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would violate applicable provisions of the Code and Regulations.

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first consulting with and obtaining favorable advice of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first consulting with and obtaining favorable advice of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the City has not entered into any Management or Service Agreements for any portion of the Project with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement, with any Non-Qualified User, with respect to the Project, without first consulting with and obtaining favorable advice of Bond Counsel.

(g) *Leases and Other Use Agreements.* As of the Issue Date, the City has not entered into any leases or similar use agreements or arrangements with respect to any portion of the Project other than Qualified Use Agreements. During the Measurement Period, the City will not enter into or renew any lease or similar use agreement or arrangement, other than a Qualified Use Agreement, with respect to the Project, without first consulting with and obtaining favorable advice of Bond Counsel.

(h) *Output Contracts.* As of the Issue Date, the City has not entered into any Output Contract with respect to the Project. During the Measurement Period, the City will not enter into or renew any Output Contract with respect to the Project without first consulting with and obtaining favorable advice of Bond Counsel.

(i) *Expenditure of Bond Proceeds.*

(1) General. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more

than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility is placed in service.

(2) Qualified Equity. The City will account for the expenditure of proceeds of the Bonds and Qualified Equity for the Project as described in **Section 4.2**. For purposes of the following covenants related to the use of the Financed Facility portion of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity.

(3) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of the Bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. \$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45a of Form 8038-G. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted. The City will evidence each allocation of the proceeds of the Bonds to an expenditure in writing. No reimbursement allocation will be made for an expenditure made more than three years before the date of the reimbursement allocation. In addition, no reimbursement allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Project is placed in service.

(j) Limit on Maturity of Bonds. A list of the assets of the Financed Facility and a computation of their “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(k) No Federal Guarantee. The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(l) Reports to IRS; Form 8038-G. The City will instruct and assist the Authority in filing all appropriate returns, reports and attachments to income tax returns required by the Code, including, without limitation, IRS Form 8038-G (Information Return for Governmental Obligations). The information contained in Parts II through VI of IRS Form 8038-G attached as **Exhibit B** was provided to the Authority and Bond Counsel by the City, and such information is true, complete and correct as of the Issue Date. The City has allocated \$_____ of the Net Proceeds of the Bonds to reimburse expenditures made prior to the Issue Date and that amount should be reflected on Line 45a of Form 8038-G. A list of expenditures to be reimbursed is included as part of **Exhibit D**.

(m) Single Issue; No Other Issues. The City Bonds are being sold and issued at the same time as the Bonds as a taxable bond that is being purchased by the Authority with a portion of the proceeds of the Bonds. The City represents and covenants that, except for the City Bonds, no other obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(n) Hedge Bonds. The City expects that (a) at least 85% of the net sale proceeds of the Bonds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) will be used to

carry out the governmental purpose of the Bonds within three years after the Issue Date, and (b) not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) *Arbitrage Certifications.* The facts, estimates and expectations recited in **Article III** of this Tax Agreement are true and accurate as of the Issue Date; and the City believes that the estimates and expectations recited in **Article III** are reasonable as of the Issue Date. The Authority, the Trustee, Gilmore & Bell, P.C., Bond Counsel, and the Underwriter may rely on such statements and expectations. The City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148; and to the best of the City’s knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds or the City Bonds. The City will not enter into any such arrangement in the future without first consulting with and obtaining favorable advice of the Authority and Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for notifying the Authority and complying with **Section 4.4(d)** if a Guaranteed Investment Contract is used for the investment of Gross Proceeds at a later date.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents and covenants to the Authority and the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the Authority and the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the Authority and the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the Authority or City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as Trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the Trustee for the Refunding Obligation or other party agreed upon by the Authority and the City.

Section 2.4. Survival of Representations and Covenants. All representations, covenants and certifications of the Authority, the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the Authority, the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the Authority's expectations as to the sources, uses and investment of Bond proceeds and other money, to support the Authority's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Authority is an officer of the Authority responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon the Authority's understanding of the documents and certificates that comprise the Transcript and the representations, covenants and certifications of the parties thereto. To the Authority's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority set forth in this Tax Agreement are reasonable. The Authority has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Bonds are being issued to make the proceeds available to the Authority to purchase the City Bonds to provide funds to the City to finance the costs of the Project.

Section 3.4. Funds and Accounts. The following funds and accounts have been established in the custody of the Trustee under the Bond Indenture:

- Project Fund.
- Costs of Issuance Fund.
- Debt Service Fund.
- Rebate Fund.

In addition, the Subsidy Fund has been established in the custody of the Escrow Agent pursuant to the Subsidy Agreement.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the Authority from the sale of the Bonds will be as follows:

Principal Amount	\$[**Principal Amount**].00
Original Issue Premium	0.00
Less Underwriting Discount	<u>(0.00)</u>
Total Proceeds Received by Authority	\$0.00

(b) *Use of Bond Proceeds.* The Bond proceeds are expected to be allocated to expenditures as follows:

(1) \$_____ will be deposited in the Costs of Issuance Fund and used to pay costs of issuing the Bonds.

(2) \$_____ will be deposited in the Project Fund. Of this amount, \$_____ will be used to reimburse the City for costs of the Financed Facility paid before the Issue Date, and \$_____ will be used to pay future costs of the Financed Facility.

Section 3.6. No Refunding. No proceeds of the Bonds will be used to pay the principal of or interest on any other debt obligation of the Authority or the City.

Section 3.7. Project Completion. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the New Money Portion on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the New Money Portion to expenditures will proceed with due diligence. At least 85% of the net sale proceeds of the New Money Portion will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.8. Sinking Funds. The Authority will use a portion of the proceeds of the Bonds to purchase the City Bonds thereby making the Bond proceeds available to the City. Under the City Bond Ordinance, the principal of and interest on the City Bonds is payable solely from amounts annually appropriated by the City. The City anticipates amounts appropriated to pay periodic payments of the principal of and interest on the City Bonds will come from tipping fees the City receives from operation of the City's landfill biogas recovery system and any amounts the City may receive, if any, from the Subsidy Fund as described in **Section 3.9(b)** of this Tax Agreement. If and when the City appropriates amounts to pay periodic payments of the principal of and interest on the City Bonds, these amounts will be paid to the Bond Trustee for further deposit to the Debt Service Fund. Except for the Debt Service Fund, neither the Authority nor the City has established or expects to establish any sinking fund or other similar fund that is expected to be used to pay the principal of or interest on the City Bonds or the Bonds. The Debt Service Fund is expected to be used primarily to achieve a proper matching of payments of the principal of and interest on the City Bonds with payments of the principal of and interest on the Bonds within each Bond Year, and the Authority and the City expect that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.9. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *Subsidy Fund.* The Subsidy Fund has been established in the custody of the Escrow Agent pursuant to the Subsidy Agreement. Pursuant to the Subsidy Agreement, the Corpus of the

Subsidy Fund will be held in the Authority Account of the Subsidy Fund and is expected to be invested in various Subsidy Fund Investments. Interest earnings on the Subsidy Fund Investments, if any, when received, are expected to be transferred to the City Account of the Subsidy Fund. So long as there is no occurrence and continuance of (1) an Event of Non-Appropriation or (2) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date, the Escrow Agent is expected to withdraw all money, if any, in the City Account of the Subsidy Fund and transfer this money to the City, for further deposit to the Debt Service Fund, to pay a portion of the interest on the Bonds on each Payment Date. Since there is no reasonable assurance that there will be any amounts available in the City Account of the Subsidy Fund or that any amounts in the City Account of the Subsidy Fund will be transferred to the City for further deposit into the Debt Service Fund, the Subsidy Fund does not constitute Gross Proceeds of the Bonds. Amounts transferred from the City Account of the Subsidy Fund to the City for deposit in the Debt Service Fund are expected to become Gross Proceeds of the Bonds if transferred to the Debt Service Fund. The Debt Service Fund is expected to qualify as a Bona Fide Debt Service Fund during each Bond Year.

(c) *No Other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Authority or the City encounters financial difficulty.

Section 3.10. Purpose Investment Yield. The Yield on the Authority's receipts from the City Bond will not exceed the Yield on the Bonds by more than 1/8%, as permitted by Regulations § 1.148-2(d)(2)(i). In determining the Yield on the City Bond, "qualified administrative costs" of the City Bond paid by the City are taken into account to increase payments for, and reduce receipts from, the City Bond, as permitted by Regulations § 1.148-5(e)(3). "Qualified administrative costs" are (1) costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the City Bond, and (2) costs of issuing, carrying or repaying the Bonds, and the underwriting fees; but fees paid to the Authority are not qualified administrative costs.

Section 3.11. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the Authority and the City hereby elect to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue prices, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit H**. Neither the Authority nor the City has entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.12. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Authority or the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by the City do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.13. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Authority does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Authority and the City recognize that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Authority and the City further acknowledge that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Authority.* The Authority intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Authority has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *City Responsible for Post-Issuance Tax Requirements.* A copy of the Tax Compliance Procedure is attached to this Tax Agreement as **Exhibit G**. The Tax Compliance Procedure contemplates that the City will follow the Tax Compliance Procedure. The Authority and the City acknowledge that the investment and expenditure of proceeds of the Bonds are within the control of the City, and that substantially all of the property financed by the Bonds is controlled by the City. For these reasons, the Authority is relying on the City to carry out the Post-Issuance Tax Requirements as set out this Tax Agreement and the Tax Compliance Procedure. The City agrees to undertake these obligations and the obligations imposed on it by the Tax Compliance Procedure. The Authority will cooperate with the City when necessary to enable the City to fulfill the Post-Issuance Tax Requirements. Subject to this **Section 4.1(c)** and **4.1(d)**, this cooperation includes, but is not limited to, signing Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participating in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or a remedial action procedure pursuant to Regulations §§ 1.141-12 and 1.145-2.

(d) *Advice or Opinion of Bond Counsel.* Prior to taking any action requested by the City to carry out the Post-Issuance Tax Requirements, the Authority is entitled to seek and receive advice or an Opinion of Bond Counsel acceptable to the Authority.

(e) *Payment of Costs of Post-Issuance Tax Requirements and Indemnifications.* Neither the Authority nor the Trustee is required to incur any cost in connection with any action taken related to the Post-Issuance Tax Requirements, it being the intent of the parties that all costs of the Post-Issuance Tax Requirements will be paid by, or immediately reimbursed by, the City. With respect to all actions requested of the Authority by the City involving Post-Issuance Tax Requirements, the Authority is entitled to recover from the City all legal and other fees and expenses incurred and has all rights of indemnification against the City generally contained in the Loan Agreement and the Indenture.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The City will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in any advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the City will retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. 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 Authority and 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 Authority's or the City's premises. If requested, the City will provide the Authority with a complete copy of the Tax-Exempt Bond File.

(b) *Accounting and Allocation of Bond Proceeds to Expenditures.* The City will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The City will supplement the expected allocation of Bond proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**. The City will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a form of Annual Compliance Checklist for the Bonds. The City will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, then the City will consult with the Authority and in conjunction with the Authority will take the actions identified in advice or an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Advice or Opinions of Bond Counsel.* The City is responsible for obtaining and delivering to the Authority any advice or Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any advice or Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Investment Yield Restriction. Except as described below, Gross Proceeds must not be invested at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Cost of Issuance Fund.* Bond proceeds deposited in the Project Fund and the Cost of Issuance Fund and Investment earnings on such proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain in such funds after three years, such amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without yield restriction for one year after the date of receipt of such earnings.

(c) *Rebate Fund.* Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Rebate Fund may be invested without Yield restriction.

(d) *Subsidy Fund.* Money other than sale proceeds or Investment proceeds of the Bonds on deposit in the Authority Account and City Account of the Subsidy Fund may be invested without Yield restriction. Money transferred from the City Account of the Subsidy Fund to the City for further deposit in the Debt Service Fund may be invested in accordance with the provisions of **Section 4.3(b)** of this Tax Agreement.

(e) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The Authority and the City are applying Regulations § 1.148-5(d)(6)(iii)(A) to the Bonds. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax, or an electronic e-mail copy.

(B) The bid specifications include all “material” terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Authority, the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Authority, the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are “commercially reasonable.” A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City’s reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(G) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(2) Bids Received. The bids received by the City or Trustee must meet all of the following requirements:

(A) The City or Trustee receives at least three bids from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date

of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If the City or Trustee uses an agent or broker to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid by the City or Trustee for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Exemption of Certain Gross Proceeds from the Rebate Requirement.

(a) *General*. A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if

necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**.

(b) *Applicable Spending Exceptions.*

(1) The City and (based solely on the expectations of the City) the Authority expect that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c).
- 18-month spending exception (Regulations § 1.148-7(d).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the Authority uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month spending exception or three years after the Issue Date in the case of the two-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than 10 days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than 10 days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8)

disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee, the City and the Authority together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. The Trustee will transfer any balance remaining in the Rebate Fund to the City with the written approval of the Rebate Analyst or following the payment of any rebate due as of the final Computation Date.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

(d) *Successor Rebate Analyst.* If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if either the City or the Authority desire that a different firm act as the Rebate Analyst, then the City (so long as no event of default hereunder or under the City Bonds has occurred and is continuing), with the written consent of the Authority (which consent will not be unreasonably withheld) or the Authority, by an instrument or concurrent instruments in writing delivered to the Trustee, the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will name a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and neither the Authority nor the City appoints a qualified successor Rebate Analyst within 30 days following a request to appoint a successor Rebate Analyst, then the Trustee will appoint a firm to act as the successor Rebate Analyst.

(e) *Filing Requirements.* The Authority (if requested in writing by the City and at the City's expense), the Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with any advice or an Opinion of Bond Counsel addressed and delivered to such parties.

(f) *Survival after Defeasance.* Notwithstanding anything in the Bond Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

Section 4.7. Tax Audits. The Authority and the City acknowledge that the IRS has a routine tax audit program in place and that the cost of professional representation and compliance with requests for records and other information that are a part of such an audit can be substantial, even if no violation of tax laws are found. The Authority and the City also recognize that under current administrative procedures the IRS must direct audit inquiries to the Authority, even though the City has the primary responsibility

for maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes. Upon receipt of notice of the commencement of any audit of the Bonds, the City or the Authority will notify the other promptly. Throughout the term of the audit and any subsequent proceedings, the Authority and the City will provide copies to one another of any correspondence received from or transmitted to the IRS by the other. The Authority may hire its own legal counsel to represent its interests in connection with the audit or in any further proceeding that results from the audit. At the request of the Authority, the City will hire separate legal counsel to represent the City's interests in the audit. The City, upon written request of the Authority, will assume responsibility for responding to information and document requests made by the auditor that are within the knowledge or possession of the City. Promptly on demand by the Authority in writing, the City will pay costs incurred by the Authority in connection with the audit or any legal or administrative proceeding resulting from the audit (including the Authority's reasonable attorney's fees and expenses). So long as the City shall not be in default under the terms of the City Bond Purchase Agreement or the City Bond Ordinance neither the Authority nor the City shall have the right to represent or otherwise bind the other party in connection with any settlement related to the tax-exempt status of the Bonds. Nothing contained in this section is intended to limit the rights of the Authority to recovery under the City Bond Purchase Agreement or any other agreement or certificate executed in connection with the issuance of the City Bonds and the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions in **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by any advice or an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended, the Bond Indenture and the City Bond, such amendment will not cause any Bond to be an arbitrage bond under Code § 148 or otherwise cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Authority, the City and the Trustee receive advice or an Opinion of Bond Counsel, addressed to the Authority, the City and the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Authority, the City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with advice or an Opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Authority (to the extent within its power or direction), the City and the Trustee further agree to comply with any further or different instructions provided in any advice or an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the Authority and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. The balance of the certifications, representations and agreements contained in this Tax Agreement, except those made by the Underwriter in the Underwriter Receipt for Bonds and Closing Certificate, are those of the City, and the Authority and the Trustee are relying on the City with respect to them. Neither the Authority nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of the City or the Underwriter and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the Authority, the Trustee and the City and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Bond Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made in this Tax Agreement and the expectations presented in this Tax Agreement are intended, and may be relied upon, as a certification of an officer of the Authority given in good faith described in Regulations § 1.148-2(b)(2). The City understands that its certifications in this Tax Agreement and in its Closing Certificate will be relied upon by the Authority in the issuance of the Bonds and execution of this Tax Agreement. The Authority and the City understand that such certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement is an event of default under this Tax Agreement. This Tax Agreement is defined as a “Transaction Document” in the Bond Indenture, and remedies for an event of default under this Tax Agreement may be pursued pursuant to the terms of the Bond Indenture, the City Bond Purchase Agreement, the City Bond Ordinance or any other document which references this Tax Agreement and gives remedies for an event of default thereunder.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**STATE ENVIRONMENTAL IMPROVEMENT
AND ENERGY RESOURCES AUTHORITY
(STATE OF MISSOURI)**

By: _____
Name: _____
Title: _____

UMB BANK, N.A., as Trustee

By: _____
Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

EXHIBIT A

**DEBT SERVICE SCHEDULE,
CALCULATION OF WEIGHTED AVERAGE MATURITY
AND
PROOF OF BOND YIELD**

EXHIBIT B
IRS FORM 8038-G

ATTACHMENT A TO FORM 8038-G:

\$[Principal Amount**]
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY,
CALCULATION OF AVERAGE ECONOMIC LIFE
AND
LIST OF EXPENDITURES TO BE REIMBURSED FROM BOND PROCEEDS**

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing Financed Facility:	\$[**Principal Amount**] Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project) Series 2023
Issue Date of Bonds:	August , 2023
Placed in service date of Financed Facility:	
Name of City Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was advice of legal counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond File.	
	If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Financed Facility leased at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond File.	
	If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was advice of legal counsel obtained prior to entering into the Management or Service Agreement?	☐ Yes ☐ No
	If Yes, include description of the conclusions in the Tax-Exempt Bond	

Item	Question	Response
	File. If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
5 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Financed Facility?	☐ Yes ☐ No
	If answer above was "Yes," was advice of legal counsel obtained prior to entering into the agreement? If Yes, include description of the conclusions in the Tax-Exempt Bond File. If No, contact legal counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
6 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

City Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

[\$Principal Amount**]
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Springfield, Missouri (the “City”) and in that capacity is authorized to execute federal income tax returns and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the “Bonds”) 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 Bond 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 Bonds.

Background. The Bonds were issued on August __, 2023 (the “Issue Date”), by the State Environmental Improvement and Energy Resources Authority (State of Missouri) (the “Authority”). The Bonds were issued to provide funds needed to [****Insert Project Description****] (the “Project”). The Bonds were issued pursuant to a Bond Indenture of the Authority. Proceeds of the Bonds were deposited to the following accounts: (1) Project Fund and (2) Costs of Issuance Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) 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 Bonds 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 the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project 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

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED FACILITY
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

EXHIBIT G
COPY OF THE TAX COMPLIANCE PROCEDURE

**NEW ISSUE
(Book Entry Only)****Moody's Rating _____
See "RATING" herein.**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) is exempt from income taxation by the State of Missouri. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement.

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[Principal Amount**]*
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

Dated: Date of Issuance**Due: See Inside Cover Page**

The Series 2023 Bonds are issuable only as fully-registered bonds, without coupons, in the denomination of \$5,000 or any integral multiple thereof. Principal of and semiannual interest on the Series 2023 Bonds will be paid from moneys available therefore under the Bond Indenture dated as of August 1, 2023 (the "Indenture"), executed by the State Environmental Improvement and Energy Resources Authority (the "Authority") and UMB Bank, N.A., St. Louis, Missouri, as trustee and paying agent (the "Trustee"). Principal of the Series 2023 Bonds will be due as shown on the inside cover page. Interest on the Series 2023 Bonds will be payable on each February 1 and August 1, beginning on February 1, 2024.

The Series 2023 Bonds are subject to redemption prior to maturity as described herein. See "THE SERIES 2023 BONDS – Redemption."

The Series 2023 Bonds will be payable solely from, and will be secured by: (i) payments made by the City of Springfield, Missouri (the "City"), subject to annual appropriation, on the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 (the "City Bonds"), and (ii) certain other funds held by the Trustee under the Indenture. See "SECURITY AND SOURCES OF PAYMENTS FOR THE SERIES 2023 BONDS." **Payment of the principal of and interest on the Series 2023 Bonds is not secured by any deed of trust, mortgage or other lien on any property or facilities of the City.**

THE SERIES 2023 BONDS AND THE INTEREST THEREON SHALL BE SPECIAL, LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY OUT OF AND SECURED BY A TRANSFER, PLEDGE AND ASSIGNMENT OF AND A GRANT OF A SECURITY INTEREST IN THE TRUST ESTATE TO THE TRUSTEE AND IN FAVOR OF THE BONDOWNERS, AS PROVIDED IN THE INDENTURE. THE SERIES 2023 BONDS AND INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE INDENTURE. THE ISSUANCE OF THE SERIES 2023 BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. NEITHER THE STATE NOR THE AUTHORITY IS OBLIGATED TO PAY THE SERIES 2023 BONDS OR THE INTEREST THEREON EXCEPT FROM THE TRUST ESTATE AS PROVIDED UNDER THE INDENTURE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE SERIES 2023 BONDS. THE AUTHORITY HAS NO TAXING POWER.

The Series 2023 Bonds are offered when, as and if issued by the Authority and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and subject to the approval of their validity by Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the Authority, as described herein. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters related to the City Bonds will be passed on for the City by Gilmore & Bell, P.C., Kansas City, Missouri, and by the Office of the City Attorney. It is expected that the Series 2023 Bonds will be available for delivery through DTC on or about August ____, 2023.

The date of this Official Statement is July __, 2023.

* Preliminary, subject to change

**STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY
(State of Missouri)**

\$[Principal Amount**]*
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023**

MATURITY SCHEDULE*

SERIAL BONDS

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Offering Price</u>	<u>CUSIP No.**</u>
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				

* Preliminary, subject to change

** CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2021 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the City, the Financial Advisor, or the Underwriter takes any responsibility for the accuracy of such numbers.

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY

Caleb Arthur, *Chairman and Member*
Mary Fontana Nichols, *Vice Chairman and Member*
Nancy A. Gibler, *Secretary and Member*
Deron L. Cherry, *Treasurer, Assistant Secretary and Member*
Joe Boland, *Executive Director*
Mark Pauley, *Deputy Director*

COUNSEL TO THE AUTHORITY

Lewis Rice LLC
St. Louis, Missouri

CITY OF SPRINGFIELD, MISSOURI

Mayor

Ken McClure

City Council

Monica Horton, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Brandon Jenson, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Heather Hardinger, General Councilwoman A
Craig Hosmer, General Councilman B
Callie Carroll, General Councilman C
Derek Lee, General Councilman D

City Administration

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

FINANCIAL ADVISOR

Columbia Capital Management, LLC
Merriam, Kansas

BOND COUNSEL

Gilmore & Bell, P.C.
St. Louis, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Authority, the City, the Financial Advisor, or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of fact. The information set forth herein has been obtained from the Authority, the City and other sources believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Authority, the Financial Advisor, or the Underwriter. The information and expressions of opinion contained herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the City since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2023 BONDS, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2023 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2023 BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains “forward-looking statements.” These forward-looking statements include statements about the City’s projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words “project,” “estimate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include but are not limited to those discussed in the “**BONDOWNERS’ RISKS**” section of this Official Statement. The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

The City maintains a website, however, the information presented therein is not a part of this Official Statement and should not be relied on in making an investment decision with respect to the Series 2023 Bonds. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED “**THE AUTHORITY**” AND “**LITIGATION – The Authority**,” NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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OFFICIAL STATEMENT

\$[Principal Amount**]***
Energy Facilities Revenue Bonds
(City of Springfield, Missouri Biogas Recovery System Project)
Series 2023

INTRODUCTION

The following introductory statement is subject in all respects to more complete information contained elsewhere in this Official Statement. The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed to be a determination of relevance, materiality or relative importance, and this Official Statement, including the Cover Page and Appendices, must be considered in its entirety. All capitalized terms used in this Official Statement that are not otherwise defined herein shall have the meanings ascribed to them in Appendix C hereto.

Purpose of the Official Statement

This Official Statement, including the cover page and the Appendices, sets forth certain information in connection with: (i) the issuance and sale by the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri (the “*Authority*”), of the above-described series of bonds (the “*Series 2023 Bonds*”); (ii) the City of Springfield, Missouri (the “*City*”); (iii) the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 (the “*City Bonds*”); (iv) the City’s Noble Hill Sanitary Landfill and landfill biogas recovery system (the “*System*”); and (v) the security for the Series 2023 Bonds.

The Authority

The Authority is a body corporate and politic and a governmental instrumentality of the State of Missouri, including particularly pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”). See “**THE AUTHORITY**” herein.

The City

The City of Springfield, Missouri, is a constitutional charter city and political subdivision of the State of Missouri. See the captions “**THE CITY**” and “**NOBLE HILL SANITARY LANDFILL**” herein and “**Appendix A - City of Springfield, Missouri - General, Economic and Financial Information**” and “**Appendix B - City of Springfield, Missouri Annual Comprehensive Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2022.**”

The Series 2023 Bonds

The Series 2023 Bonds are being issued pursuant to the Act and a Bond Indenture dated as of August 1, 2023 (together with any other amendments and supplements thereto, being referred to herein as the “*Indenture*”), between the Authority and UMB Bank, N.A., St. Louis, Missouri, as trustee and paying agent (the “*Trustee*”), the proceeds of which will be used to (i) acquire the City Bonds and advance funds to pay a portion of the costs of expanding and improving the System (the “*Series 2023 Project*”), and (ii) pay the costs of issuance of the Series 2023 Bonds and the City Bonds. All references to the Series 2023 Bonds are qualified in their entirety by the definitive forms thereof and the provisions with respect thereto included in the Indenture. All references to

* Preliminary, subject to change

the City Bonds are qualified in their entirety by the definitive form thereof and the provisions with respect thereto included in the City Bond Ordinance.

Security for the Series 2023 Bonds

The Series 2023 Bonds are special, limited obligations of the Authority payable as described herein. See **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS - Source of Payment; Limited Obligation”** herein.

The Series 2023 Bonds are payable solely from, and secured by: (i) payments made by the City pursuant to the City Bonds and (ii) certain other funds held by the Trustee under the Indenture. The amounts payable on the City Bonds are designed to be sufficient to pay when due the principal of and interest on the Series 2023 Bonds.

The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. Payments on the City Bonds will be deposited into the applicable account of the Debt Service Fund held by the Trustee under the Indenture. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. See **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS”** herein. The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

On the date of issuance of the Series 2023 Bonds and the City Bonds, the Missouri Department of Natural Resources (“DNR”) will make \$ _____ * (the “Corpus”) available to the Authority for investment purposes pursuant to a Subsidy Escrow Agreement dated as of August 1, 2023 (the “*Subsidy Escrow Agreement*”), among the City, DNR, the Authority and UMB Bank, N.A., as escrow agent (the “*Escrow Agent*”). The Corpus will be invested by the Escrow Agent and, so long as there is no occurrence and continuance of (a) an Event of Non-Appropriation or (b) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date earnings, if any, received from the investment of the Corpus will be paid to the City and, subject to annual appropriation by the City, used to partially subsidize the City’s payments on the City Bonds.

THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, THE SERIES 2023 BONDS OR TO OTHERWISE MAKE PAYMENTS UNDER THE SUBSIDY ESCROW AGREEMENT, THE CITY BOND ORDINANCE OR THE INDENTURE. NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNERS OF THE SERIES 2023 BONDS OR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY. There is no assurance that investment earnings will be available under the Subsidy Escrow Agreement for payment to the City. The City has covenanted under the Subsidy Escrow Agreement to apply such payments, if available and received, subject to annual appropriation thereof by the City Council, to the payment of the City Bonds. Investment earnings received under the Subsidy Escrow Agreement are not pledged as security for the payment of the City Bonds and there can be no assurance that the City will appropriate said funds for payment of the City Bonds.

* Preliminary, subject to change

Additional Bonds

Additional Bonds may be issued under and equally and ratably secured by the Indenture on a parity (except as otherwise provided in the Indenture) with the Series 2023 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture for any purpose authorized under the Act. The Series 2023 Bonds, together with any Additional Bonds, are collectively referred to herein as the “*Bonds*.” See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS – Additional Bonds**” herein.

Bondowners’ Risks

Payment of the principal of and interest on the Series 2023 Bonds is dependent upon the City’s decision to continue to annually appropriate sufficient moneys to provide for the payment of the City Bonds and other risks. See “**BONDOWNERS’ RISKS**” for a discussion of certain risks.

Continuing Disclosure

The City will execute a Continuing Disclosure Agreement for the benefit of the owners of the Series 2023 Bonds to provide certain annual financial information and notices of the occurrence of certain material events. A form of the Continuing Disclosure Agreement is attached to this Official Statement in **Appendix E**.

Definitions and Summaries of Legal Documents

Definitions of certain words and terms used in this Official Statement are set forth in **Appendix C** of this Official Statement. Brief descriptions of the Authority, the City, the Series 2023 Bonds, the Indenture, and the Continuing Disclosure Agreement are included in this Official Statement. Summaries of certain of such documents are included in this Official Statement in **Appendix C**. Such definitions and summaries do not purport to be comprehensive or definitive. All references herein to the specified documents are qualified in their entirety by reference to the definitive forms of such documents, copies of which are available upon request to the Financial Advisor, Columbia Capital Management, LLC, at 6700 Antioch Road, Suite 250, Merriam, KS 66204, (913) 312-8068, during the period of the offering and, thereafter, upon request to the Trustee.

THE AUTHORITY

General

The Authority is a body corporate and politic and a governmental instrumentality of the State organized and existing under the laws of the State. Pursuant to the Act, the Authority is authorized to issue the Series 2023 Bonds and to provide for the security of the Series 2023 Bonds as herein described. To accomplish such actions, the Authority is authorized to enter into the Indenture and to purchase the City Bonds. The Authority is authorized under the Act to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects, and to issue revenue bonds for the purpose of paying costs of such projects. The Authority has no taxing power.

Membership of the Authority

The current members of the Authority, their titles and expiration dates of their terms of office are as follows:

<u>Name</u> ⁽¹⁾	<u>Title</u>	<u>Term Expires</u> ⁽²⁾
Caleb Arthur	Chairman	January 1, 2023
Mary Fontana Nichols	Vice-Chairman	January 1, 2023
Nancy A. Gibler	Secretary	January 22, 2022
Deron L. Cherry	Treasurer and Assistant Secretary	January 22, 2007

(1) There is currently one vacancy on the Authority.

(2) Members continue to serve until reappointed or replaced as provided by Missouri law.

Joe Boland serves as Executive Director of the Authority. Mark Pauley serves as Deputy Director of the Authority. The principal office of the Authority is located at 425 Madison Street, 2nd Floor, Jefferson City, Missouri 65102. The Authority's telephone number is (573) 751-4919.

Other Indebtedness of the Authority

The Authority has previously sold and delivered other bonds and notes secured by instruments separate and apart from those securing the Series 2023 Bonds. The holders and owners of such bonds and notes have no claim on assets, funds or revenues of the Authority held under the Indenture pursuant to which the Series 2023 Bonds are issued and the Owners (defined herein) of the Series 2023 Bonds will have no claim on assets, funds or revenues of the Authority securing other bonds and notes.

With respect to additional indebtedness of the Authority, the Authority intends to enter into separate agreements in the future with other entities for the purpose of providing financing for other eligible projects and programs. Bonds which may be issued by the Authority for such other entities in the future will be created under separate and distinct bond indentures or resolutions and will be secured by instruments, properties and revenues separate from those securing the Series 2023 Bonds.

EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED **"THE AUTHORITY"** AND **"LITIGATION – THE AUTHORITY,"** NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY, AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE CITY

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

For further information about the City, see the caption **"NOBLE HILL SANITARY LANDFILL"** herein and **"Appendix A - City of Springfield, Missouri - General, Economic and Financial Information"** and **"Appendix B - City of Springfield, Missouri Annual Comprehensive Financial Report with Independent Auditor's Report for the Year Ended June 30, 2022."**

THE SERIES 2023 BONDS

General Description

The Series 2023 Bonds are dated the date of issuance and delivery thereof, are issuable only in the form of fully-registered bonds, without coupons, in denominations of \$5,000 and integral multiples thereof, and mature in the amounts on August 1 of the years and bear interest at the rates per annum, payable on February 1 and August 1 of each year, commencing on February 1, 2024, as shown on the inside cover page of this Official Statement. The principal of the Series 2023 Bonds is payable by check or draft of the Trustee only upon presentation and surrender thereof at the corporate trust office of the Trustee located in St. Louis, Missouri. Interest on the Series 2023 Bonds is payable by check or draft of the Trustee mailed to the person in whose name each Bond is registered on the registration books of the Authority maintained by the Trustee on the fifteenth day of the month immediately preceding the applicable interest payment date, or by electronic transfer to any registered owner upon written notice given to the Trustee by such registered owner not less than five days prior to the applicable Record Date (with electronic transfer instructions including the bank, ABA routing number and account name and account number and acknowledging that an electronic transfer fee may be due and payable by such owner). Purchases of the Series 2023 Bonds will be made in book-entry only form (as described below). Purchasers of the Series 2023 Bonds will not receive certificates representing their interests in the Series 2023 Bonds purchased. If the specified date for any payment on the Series 2023 Bonds is a date other than a Business Day, such payment may be made on the next Business Day without additional interest and with the same force and effect as if made on the specified date for such payments.

Book-Entry Only System

General. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2023 Bonds. The Series 2023 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2023 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Series 2023 Bonds, the Beneficial Owners of the Series 2023 Bonds will not receive or have the right to receive physical delivery of the Series 2023 Bonds, and references herein to the Bondowners or registered owners of the Series 2023 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Series 2023 Bonds.

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

its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. The information on such website is not incorporated herein by such reference or otherwise.

Purchase of Ownership Interests. Purchases of Series 2023 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2023 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Series 2023 Bonds is discontinued.

Transfers. To facilitate subsequent transfers, all Series 2023 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Notices. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2023 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2023 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2023 Bonds may wish to ascertain that the nominee holding the Series 2023 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

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

Payments of Principal and Interest. Redemption proceeds, distributions, and dividend payments on the Series 2023 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee,

disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Discontinuation of Book Entry System. DTC may discontinue providing its services as depository with respect to the Series 2023 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

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

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority, the City and the Underwriter believe to be reliable, but the Authority, the City and the Underwriter take no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participant, as the case may be.

Redemption

Optional Redemption. The Series 2023 Bonds are subject to redemption and payment prior to maturity, at the option of the Authority, which shall be exercised upon written direction from the City, on and after August 1, 2033*, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption, to the Underwriter and each registered owner of each of the Series 2023 Bonds to be redeemed at the address shown on the Register of the Authority maintained by the Trustee under the Indenture. Notice of redemption having been given as aforesaid, the Series 2023 Bonds or portions of Bonds to be redeemed shall, on the date fixed for redemption, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority defaults in the payment of the redemption price) such Bonds or portions of Bonds will cease to bear interest.

The failure of any registered owner to receive notice given as described above or any defect in such notice will not invalidate any redemption.

For so long as DTC is effecting book-entry transfers of the Series 2023 Bonds, the Trustee shall provide the notices specified in this caption to DTC. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Trustee, DTC, a Participant or otherwise) to notify the Beneficial Owner of the Series 2023 Bond so affected, shall not affect the validity of the redemption of such Bond.

Any notice of an optional redemption may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Selection of Bonds for Redemption. Series 2023 Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Series 2023 Bonds are to be redeemed,

* Preliminary, subject to change

such Series 2023 Bonds shall be redeemed from the Stated Maturities selected by the Authority, at the direction of the City, and Series 2023 Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Transfer Outside Book-Entry Only System

If the book-entry only system is discontinued, the following provisions would apply. The Series 2023 Bonds are transferable only upon the registration books of the Trustee upon surrender of the Series 2023 Bonds duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney or legal representative in a form satisfactory to the Trustee. Bonds may be exchanged for other Bonds of any denomination authorized by the Indenture in the same aggregate principal amount, series and maturity, upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture. The Trustee may make a charge for every such transfer or exchange sufficient to reimburse the Trustee for any tax or other governmental charge required to be paid with respect to any such exchange or transfer.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Series 2023 Bonds, but neither the failure to print such numbers on any Bonds, nor any error in the printing of such numbers, shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for any Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS

Source of Payment; Limited Obligation

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely out of and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture and the Supplemental Indenture relating to each series of Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the State nor the Authority is obligated to pay the Bonds or the interest thereon except from the Trust Estate as provided under the Indenture and the Supplemental Indenture relating to each series of Bonds, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bonds. The Authority has no taxing power.

The Trust Estate consists of the following:

(a) for each series of Bonds, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture and any Supplemental Indenture authorizing such series of Bonds, all moneys and Investment Securities in the applicable Account of the Funds held by the Trustee under the Indenture for such series of Bonds (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund); and

(b) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security for the applicable series of Bonds under the Indenture by the Authority, or by anyone on behalf of or with written consent of the Authority, to the Trustee (including, but not limited to, the City Bonds and any other

payments made by the City under the City Bond Ordinance), which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

The City Bonds

Payments of the principal of and interest on the City Bonds will be equal to principal of and interest payments on the Series 2023 Bonds. **Payment of the City Bonds is subject to annual appropriation by the City Council.** The City Bond Ordinance provides that the City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose. Payments on the City Bonds will be deposited into the applicable account of the Debt Service Fund held by the Trustee under the Indenture. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

Subsidy Escrow Agreement

On the date of issuance of the Series 2023 Bonds and the City Bonds, DNR will make \$ _____* available to the Authority for investment purposes pursuant to the Subsidy Escrow Agreement. The Corpus will be invested by the Escrow Agent and, so long as there is no occurrence and continuance of (a) an Event of Non-Appropriation or (b) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance, unless the same is waived by the Authority, on or prior to each Payment Date earnings, if any, received from the investment of the Corpus will be paid to the City and, subject to annual appropriation by the City, used to partially subsidize the City's payments on the City Bonds.

THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, THE SERIES 2023 BONDS OR TO OTHERWISE MAKE PAYMENTS UNDER THE SUBSIDY ESCROW AGREEMENT, THE CITY BOND ORDINANCE OR THE INDENTURE. NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNERS OF THE SERIES 2023 BONDS OR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY. There is no assurance that investment earnings will be available under the Subsidy Escrow Agreement for payment to the City. The City has covenanted under the Subsidy Escrow Agreement to apply such payments, if available and received, subject to annual appropriation thereof by the City Council, to the payment of the City Bonds. Investment earnings received under the Subsidy Escrow Agreement are not pledged as security for the payment of the City Bonds and there can be no assurance that the City will appropriate said funds for payment of the City Bonds.

City Annual Appropriation Obligation

In the City Bond Ordinance, the City Council directs that, subject to the annual appropriation requirement described above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and

* Preliminary, subject to change

to make all other payments as required in the City Bond Ordinance. The City shall promptly deliver to the Authority a copy of its annual budget pursuant to the City Bond Ordinance. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the City Bonds.

“*Additional Payments*” means the following:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any paying agent under the Indenture, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee for deposit in applicable account of the Rebate Fund, upon demand, an amount necessary to pay all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment (including the costs of calculating rebate payments, if any) with respect to the Bonds in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Authority, on the Closing Date, its regular issuance fees and charges, if any, and all expenses (including without limitation attorney’s fees) incurred by the Authority in relation to the transactions contemplated by the City Bond Ordinance and the Indenture, which are not otherwise to be paid by the City under the City Bond Ordinance or the Indenture;

(d) to the appropriate person, when due, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, fees, expenses and liabilities incurred by the Authority or the Trustee or any of them in satisfaction of any obligations of the City under the City Bond Ordinance or the Indenture that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, the City Bond Ordinance or the Indenture (including an audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Bonds), or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Authority or the Trustee and that are incurred as a result of a request by the City, or a requirement of the City Bond Ordinance or the Indenture and that the City is not otherwise required to pay under the City Bond Ordinance or the Indenture; and

(e) to the appropriate person, when due, any other amounts required to be paid by the City under this Ordinance or the Indenture.

Any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

The City has never failed to appropriate funds with respect to any of its annual appropriation obligations.

Other City Covenants

Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open

to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Continuing Disclosure. In the City Bond Ordinance, the City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, any Bondowner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under such provision. In no event will a default under the Continuing Disclosure Agreement be considered a default pursuant to the City Bond Ordinance or the Indenture. A form of the Continuing Disclosure Agreement is attached to this Official Statement in **Appendix E**.

No Debt Service Reserve Fund

No debt service reserve fund has been established for the Series 2023 Bonds or the City Bonds.

Additional Bonds

Additional Bonds may be issued under and equally and ratably secured by the Indenture on a parity (except as otherwise provided in the Indenture) with the Series 2023 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in the Indenture for any purpose authorized under the Act.

Before any Additional Bonds are issued under the Indenture, the Authority shall adopt a resolution (a) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (b) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, (c) authorizing the Authority to acquire additional obligations of the City to provide for payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, and (d) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the Authority or the owners of the Bonds previously issued.

Such Additional Bonds shall have the same general title as the Series 2023 Bonds, except for an identifying series letter or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law, payable at such times, and shall be redeemable at such times and prices (subject to the provisions of the Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of the Indenture as the Series 2023 Bonds and any other Additional Bonds.

Such Additional Bonds shall be executed in the manner set forth in the Indenture and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be delivered to the Trustee copies of the following:

- (a) A copy of the resolution adopted by the Authority authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture and supplements to any other Transaction Documents as may be necessary.

(b) A copy of the ordinance adopted by the City authorizing the execution and delivery of the additional obligations of the City to be purchased by the Authority and supplements to any other Transaction Documents.

(c) A copy of an executed counterpart of the Supplemental Indenture, executed by the Authority and the Trustee, authorizing the issuance of the Additional Bonds being issued to make the loan, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such Bonds.

(d) A copy of an executed counterpart of a purchase agreement, executed by the City and the Authority, specifying, among other things, the principal amount, rate of interest, maturity and terms of optional prepayment relating to the obligations to be issued by the City and purchased by the Authority securing such Additional Bonds.

(e) An Officer's Certificate stating (i) that no Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing and (ii) the purpose or purposes for which such Additional Bonds are being issued.

(f) The executed City Bond of the City, purchased by the Authority and duly assigned for the benefit of the Trustee related to such Additional Bonds.

(g) A request and authorization to the Trustee, on behalf of the Authority, executed by an Authorized Representative of the Authority, to authenticate the Additional Bonds and deliver said Additional Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(h) If such Additional Bonds are to be insured or guaranteed by a bond insurer or other credit enhancer, an insurance policy or other credit enhancement in each case in form or substance satisfactory to the Authority and the City.

(i) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming includible in gross income for purposes of federal income taxation.

(j) Such other certificates, statements, receipts and documents required by any of the Transaction Documents or as the Authority, the City or the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents described above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by the Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in the Indenture and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Except as described above, the Authority will not otherwise issue any obligations on a parity with the Bonds, but the Authority may issue other obligations specifically subordinate and junior to the Bonds.

PLAN OF FINANCE

Estimated Sources and Uses of Funds

The proceeds from the sale of the Series 2023 Bonds are currently estimated to be applied as follows:

Sources of Funds:

Principal amount	\$
Net Original Issue Premium (Discount)	_____
Total sources of funds	\$

Uses of Funds:

Deposit to the Project Fund	\$
Costs of Issuance [†]	_____
Total uses of funds	\$

[†] Costs of Issuance include underwriter's discount.

Debt Service Requirements

The following table sets forth the annual debt service on the Series 2023 Bonds:

<u>Fiscal Year</u> <u>(Ended June 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u> <u>Debt Service</u>
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
Total			

Series 2023 Project

A portion of the proceeds of the Series 2023 Bonds will be used for the acquisition, construction and expansion of the City's landfill biogas recovery system located at the City's Noble Hill Sanitary Landfill ("Noble Hill Landfill"). The major components of the Series 2023 Project are initially expected to include:

- Installation of one hundred and nine (109) new vertical gas extraction wells and associated components.
- Replacement of eleven (11) existing wellheads.
- Installation of three (3) new remote wellheads.

- Installation of sixty-one (61) new well dewatering pumps.
- Installation of eighty-eight (88) new isolation/blowoff/termination valves.
- Installation of four (4) new condensate sumps and pumps.
- Installation of approximately 67,100 linear feet of new high-density polyethylene (“HDPE”) piping and associated components.
- Abandonment of fifty-nine (59) existing gas extraction wells and applicable existing gas collection and control system (“GCCS”) components.
- Connection of the new gas collection and control system to the existing gas collection and control system.
- Installation of a new landfill gas blower & dehydration system skid, utility flare, and air compressor system.
- Construction of new cover structures for the skids and air compressor system.
- Disconnection of the existing landfill gas blower & dehydration system skid, utility flare, air compressor station, and associated structures.
- Installation of an electric power supply system with dual feed service from both southwest electric and city utilities.
- As-built survey documentation of new GCCS components.
- Re-seeding, fertilizing, and mulching of disturbed vegetated areas.

The portion of the Series 2023 Project to be paid from the proceeds of the Series 2023 Bonds is approximately \$12,000,000, with a total project budget estimate of \$13,000,000 to \$16,000,000 with the inclusion of contingency, permitting costs and ancillary services. The City intends to use excess funds on hand from the Enterprise Fund to pay the remaining costs of the Project. The City has engaged the services of Sterns, Conrad & Schmidt Engineering Consultants (“SCS Engineers”) as the engineer for the Series 2023 Project. SCS Engineers is an environmental consulting and contracting firm headquartered in Long Beach, California, that serves public and private clients across the nation and around the world. SCS Engineers will be providing construction quality assurance and oversight of the Series 2023 Project. The Series 2023 Project is scheduled for bidding and contracting in June-July 2023, with an estimated construction completion date in March 2024.

Once complete, the Series 2023 Project is expected to ensure compliance with federal air quality regulations for the Noble Hill Landfill for the foreseeable future and increase efficiencies in landfill gas collection and controls, which is expected to double gas collections within the first ten years following construction. This increased collection has the potential to increase renewable energy generated from the Noble Hill Landfill from the current level of 3.2 megawatts of electricity to 6.4 megawatts of electricity (sufficient to supply the average amount of electricity to approximately 5,000 homes or provide for other renewable energy uses as determined by the City).

NOBLE HILL SANITARY LANDFILL

General

The City’s Noble Hill Landfill is a Subtitle D (Class 3) landfill located at 3545 West Farm Road 34 in Willard, Missouri, approximately 13 miles north of the City. The Noble Hill Landfill is managed by the City’s Department of Environmental Services - Solid Waste Division and is a vital part of the City’s voter approved Integrated Solid Waste Management System, which also includes the Yardwaste Recycling Center, Recycling Drop-off Sites, Household Chemical Collection Center and Education and Market Development Program.

In 1975, the City purchased approximately 1,200 acres in Willard, Missouri as the future site of the Noble Hill Landfill. When originally constructed, the Noble Hill Landfill encompassed approximately 180 acres. In 2019, the Environmental Protection Agency and the Missouri Department of Natural Resources approved an expansion of Noble Hill Landfill to approximately 213 acres. The Noble Hill Landfill was constructed on a bedrock formation comprised of mostly cotter dolomite and shale that is up to 200 feet below the ground surface and includes a

geotechnical barrier and a leachate collection system designed to protect the surrounding environment. The remote location of the Noble Hill Landfill is uniquely suited for its intended purpose; sparse residential and commercial development effectively minimizes encroachment problems currently being experienced by other landfills.

The Noble Hill Landfill provides efficient, reliable and environmentally secure disposal of municipal (public and private) solid wastes that cannot be feasibly recycled or reused. The landfill also provides for proper disposal of non-hazardous commercial, industrial and residual wastes requiring special handling to meet State and federal regulations. The main service area for the Noble Hill Landfill includes the five Missouri counties surrounding the City (Greene, Christian, Polk, Webster, and Dallas) but it also provides disposal services for residential, commercial and industrial customers in portions of Taney County and Northern Arkansas to the south; the cities of Osceola and Clinton to the north; the cities of Joplin and Verona to the west; and the city of Lebanon to the east.

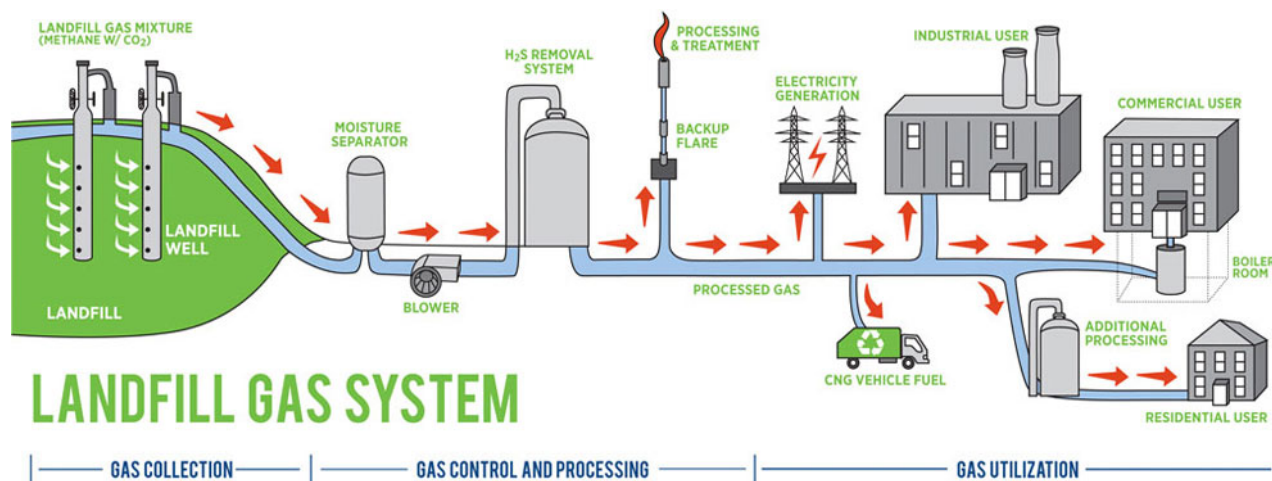
The Landfill's permitted capacity is 34,265,000 cubic yards, or the equivalent of approximately 21,185,500 tons of waste. The Noble Hill Landfill receives approximately 1,000 tons of waste daily.

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Landfill Biogas Recovery System

In addition to providing for the disposal of solid wastes, the Noble Hill Landfill now uses a previously discarded landfill byproduct to generate approximately 3.2 megawatts of electricity for City utility customers. In 2005, the City constructed an electric generation system, The Noble Hill Landfill Renewable Energy Center, and a gas collection and condensate treatment system (collectively, the “*landfill biogas recovery system*” or the “*System*”), which is used to harness the methane gas produced by the landfill and convert it into electricity. A depiction of a landfill biogas recovery system is shown below.



The System reduces greenhouse gas emissions, improves air quality, encourages economic development and creates a safer, cleaner landfill. A portion of the proceeds of the Series 2023 Bonds are being used to expand and improve the System. See “**PLAN OF FINANCE – Series 2023 Project.**”

Management

The City’s Department of Environmental Services - Solid Waste Division (the “*Department*”) manages the City’s voter-approved Integrated Solid Waste Management System which includes the Noble Hill Sanitary Landfill, Yardwaste Recycling Center, Recycling Drop-off Sites, Household Chemical Collection Center and Education and Market Development Program.

The Department has 210 employees. Department management includes Errin Kemper, Director of Environmental Services; Erick Roberts, Assistant Director of Environmental Services; and Dan Jessen, Superintendent, Department of Environmental Services - Solid Waste Division. The following are brief resumes of the Department’s principal management team.

Errin Kemper, Director of Environmental Services. Errin Kemper is the Director of the Department. In his current position, Mr. Kemper oversees all aspects of the City’s sanitary sewer system, stormwater compliance program, and the City’s integrated solid waste management system. During his time with the Department, the City has developed a plan to invest \$300 million into the sewer system over a 15-year period to preserve the integrity of this essential community infrastructure, while maintaining competitive sewer rates. In addition, Mr. Kemper has worked to develop a first-of-its-kind Integrated Plan for the Environment that represents a cutting-edge approach to making environmental investments as a community. Mr. Kemper enjoys working with members of the community to find ways to solve environmental issues that can impact the overall quality of life for Springfield citizens. Mr. Kemper is a 2002 graduate of the Missouri University of Science and Technology and received a Master of Science Degree in Civil Engineering with an emphasis in Water Resources. Mr. Kemper is a board-certified Water Resources Engineer.

Erick Roberts, Assistant Director of Environmental Services. Erick L. Roberts serves as an Assistant Director for the Department and has been with the City since 2000. Along with managing the City’s Solid Waste Division, Waste Water Collection System Division, and Safety Programs, Mr. Roberts also manages several aspects of environmental compliance for the City. Mr. Roberts has a B.A. in Chemistry from William Jewell College and graduate studies with an emphasis in Environmental Chemistry at Missouri State University. Mr. Roberts holds certifications in Integrated Solid Waste System Management and Composting Operations Management from the Solid Waste Association of North America. Mr. Roberts serves as Chair for the Ozarks Headwaters Recycling & Materials Management District Board and serves as their voting member to the Missouri Department of Natural Resources Solid Waste Advisory Board. Mr. Roberts is a past President of the Missouri Waste Control Coalition and serves on advisory boards for educational institutions including the Chemistry Board of Advisors for the Missouri State University, and the Chemical Laboratory Technical Committee at Ozarks Technical Community College. Mr. Roberts is a former member of the Board of Directors for Springfield’s Community Alternative Sentencing Program and is a Past President of the Missouri Chapter of the Solid Waste Association of North America. Mr. Roberts is a 2013 graduate of Missouri Chamber of Commerce Leadership Missouri and serves in leadership roles for local and national non-profit ministry organizations.

Dan Jessen, Superintendent, Department of Environmental Services - Solid Waste Division. Mr. Jessen was named Superintendent of Solid Waste Division on May 7, 2022. Mr. Jessen has been employed with the City for approximately 24 years, primarily in the Public Works department in a variety of roles. He began as a Project Engineer in the Traffic Engineering division, then held the position of Signs and Markings Supervisor and most recently served as the Operations Supervisor in the Street Operations division. In addition to the day-to-day management of the City’s Department of Environmental Services - Solid Waste division, as Superintendent, Mr. Jessen also leads the City-wide outdoor air quality initiatives, hazardous waste and superfund site management. Mr. Jessen holds a Bachelor of Science and Master’s degree in Civil Engineering from the University of Nebraska-Lincoln.

Tipping Fees and Other Charges

The City charges a fee, also known as a “gate fee” or “tipping fee,” for disposal at the Noble Hill Landfill. Tipping fee revenues are dependent upon the amount of waste brought to the landfill. The following table sets forth the historic amount of waste received (total tons) at the Noble Hill Landfill during the past six fiscal years:

<u>Fiscal Year</u>	<u>Waste Received (total tons)</u>
2018	257,522
2019	275,374
2020	247,844
2021	347,085
2022	331,397
2023 ⁽¹⁾	356,899

Source: City’s Audited Financial Statements (2018-2022); City’s Unaudited Financial Statements (2023).

⁽¹⁾ Through May 2023.

The City’s current tipping fees became effective July 1, 2022 and are as follows: \$33.78 per ton plus \$20.00 per vehicle minimum fee for municipal solid waste, construction and demolition waste and other special wastes accepted with prior approval (i.e., biosolids, special residual wastes, large quantities of dead animals, incinerator and air pollution control residues, industrial process wastes and sludges, water and wastewater treatment sludges, soil contaminated with petroleum products, refrigeration compressors/systems). Special

handling charges may be added for proper disposal of non-hazardous commercial, industrial and residual wastes requiring special handling to meet State and federal regulations. Special handling charges are assessed at \$140.00 per hour with a minimum of \$140.00 charge. The City's tipping fees will increase by five percent (5%) effective July 1, 2023 to \$35.47 per ton.

The following table shows the City's tipping fees compared to the average tipping fees of other publicly and privately owned landfills in the State for the last three Fiscal Years:

<u>Fiscal Year</u>	<u>Noble Hill Landfill</u>	<u>Publicly Owned Landfills</u>	<u>Privately Owned Landfills</u>
2021	\$32.18	\$39.00	\$ 68.00
2022 ⁽²⁾	32.18	51.93	122.97
2023	33.78	51.93	122.97

Source: Rates charged by publicly and privately owned landfills in the State were obtained by the City from telephone surveys and/or websites of the various operators.

⁽¹⁾ The City believes that rate increases by publicly and privately owned landfills in the State in Fiscal Year 2022, were primarily due to unprecedented increases in costs that various industries experienced over the last 24-36 months through the pandemic.

The City annually surveys tipping fees of the Noble Hill Landfill and other landfills to determine whether rate increases are appropriate and to ensure that current rates are reasonable and appropriate.

The following table sets forth the historic collection of tipping fees for the fiscal years 2018 through 2023:

<u>Fiscal Year</u>	<u>Tipping Fee Collections⁽¹⁾</u>
2018	\$ 7,967,731
2019	8,520,072
2020	8,844,480
2021	11,169,195
2022	11,194,591
2023 ⁽²⁾	12,077,449

Source: City's Audited Financial Statements (2018-2022); City's Unaudited Financial Statements (2023).

⁽¹⁾ The City attributes the large increase in tipping fees in Fiscal Years 2021 and 2022 to increased waste disposal due to a surge in the construction industry and the Landfill's competitive fees compared to other surrounding landfills. Collection increases in Fiscal Year 2023 are due primarily to the City implementing a tipping fee rate increase.

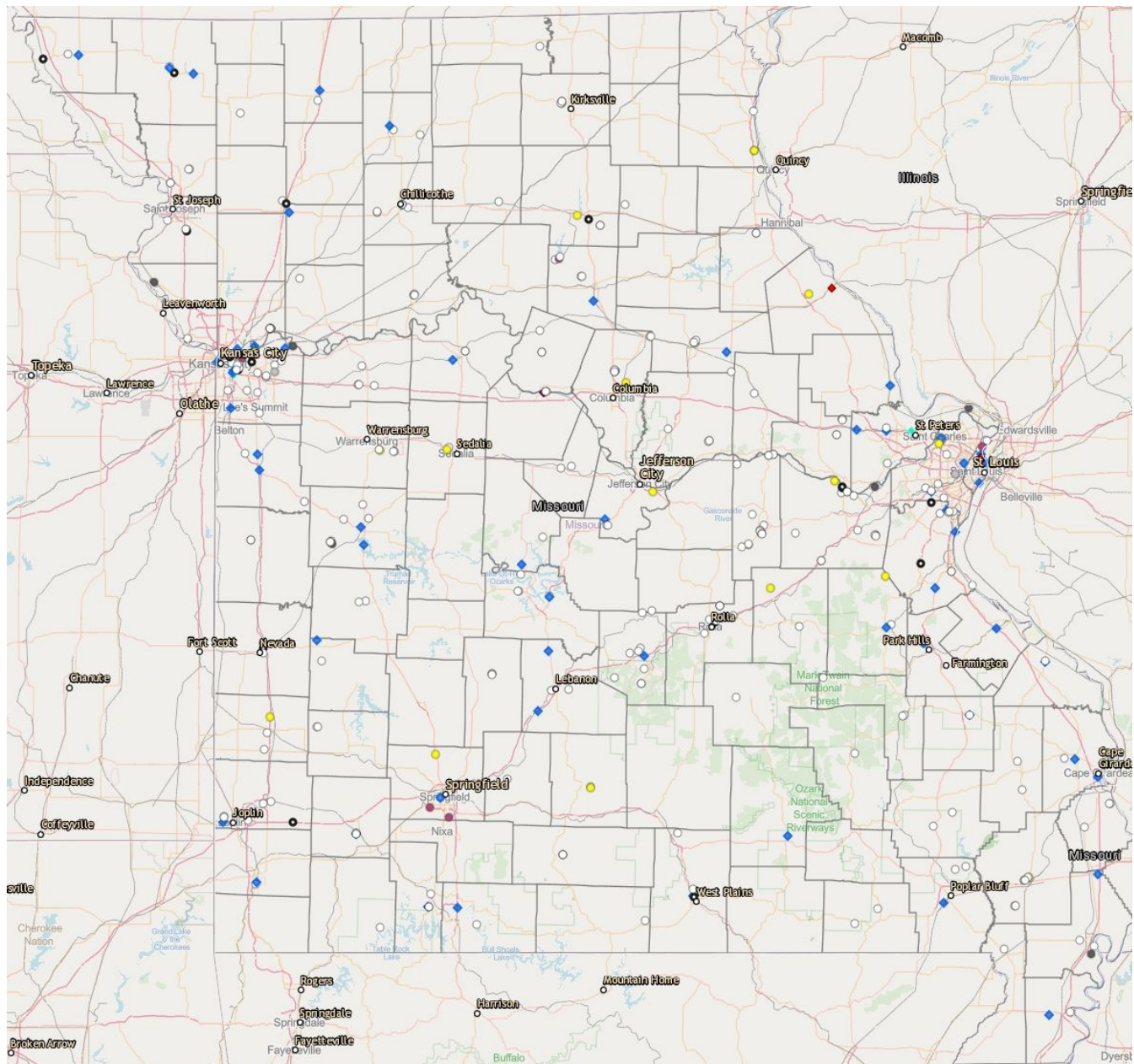
⁽²⁾ Through May 2023.

The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

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Competition

The Noble Hill Landfill is one of 17 permitted sanitary landfills currently operating in the State of Missouri. According to a study performed in 2022 by the Missouri Department of Natural Resources, Noble Hill Landfill had an estimated remaining useful life of approximately 76 years, the second longest remaining useful life of any other permitted landfill in the State. Springfield's Noble Hill Landfill also maintains one of the most competitive tipping fees in the State when compared to both public and private landfills. A map showing the Noble Hill Landfill's location relative to other major landfills in the State is below.



BONDOWNERS' RISKS

*The following is a discussion of certain risks that could affect payments to be made by the Authority with respect to the Series 2023 Bonds and the City with respect to the Financing Agreement. The discussion is not, and is not intended to be, exhaustive and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2023 Bonds should analyze carefully all the information contained in this Official Statement, including the Appendices, and additional information in the form of the complete documents summarized herein and in **Appendix C**, copies of which are available as described herein.*

General

Series 2023 Bonds. The principal of, premium, if any, and interest on the Series 2023 Bonds are payable by the Authority solely and only from, and secured by: (i) an assignment and a pledge of payments made by the City on the City Bonds, and (ii) certain other funds held by the Trustee under the Indenture. Payments on the City Bonds are designed to be sufficient, together with other funds available for such purpose, to pay when due the principal of, premium, if any, and interest on the Series 2023 Bonds.

THE SERIES 2023 BONDS AND INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED FOR IN THE INDENTURE AND THE SUPPLEMENTAL INDENTURE RELATING TO EACH SERIES OF BONDS. THE ISSUANCE OF THE BONDS SHALL NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY FORM OF TAXATION THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. NEITHER THE STATE NOR THE AUTHORITY IS OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON EXCEPT FROM THE TRUST ESTATE AS PROVIDED UNDER THE INDENTURE AND THE SUPPLEMENTAL INDENTURE RELATING TO EACH SERIES OF BONDS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER.

Payment of the principal of and interest on the Series 2023 Bonds is not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. Except as described herein, the Series 2023 Bonds are payable solely from annual appropriation of available revenues by the City and other money held by the Trustee.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE CITY BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST.

City Bonds. The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the

obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

In the City Bond Ordinance, the City Council directs that, subject to the paragraph above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance.

Payment of the principal of and interest on the City Bonds is not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. The City Bonds are payable solely from annual appropriation of available revenues by the City.

Additional Bonds

The City may issue Additional Bonds or other obligations payable from available revenues as such needs arise, as described herein. See **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS – Additional Bonds.”**

No Mortgage of Property

Payment of the principal of and interest on the Series 2023 Bonds and payment of the principal of and interest on the City Bonds are not secured by any deed of trust, mortgage or other lien on any portion of any facilities or property of the City. Except as described herein, the Series 2023 Bonds are payable solely from the payments received from the City Bonds and other money held by the Trustee.

Loss of Premium Upon Early Redemption

Purchasers of maturities of the Series 2023 Bonds sold at a price in excess of their principal amount should consider the fact that the Series 2023 Bonds are subject to redemption at a redemption price equal to their principal amount plus accrued interest under certain circumstances. See **“THE SERIES 2023 BONDS – Redemption.”**

Enforcement of Remedies

The enforcement of the remedies related to the Series 2023 Bonds, the Indenture, the City Bonds and the City Bond Ordinance may be limited or restricted by federal or state laws or by the application of judicial discretion, and may be delayed in the event of litigation to enforce the remedies. State laws concerning the use of assets of political subdivisions and federal and state laws relating to bankruptcy, fraudulent conveyances, and rights of creditors may affect the enforcement of remedies. Similarly, the application of general principles of equity and the exercise of judicial discretion may preclude or delay the enforcement of certain remedies. The legal opinions to be delivered with the delivery of the Series 2023 Bonds will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases.

No Reserve Fund

No reserve fund deposit will be made to ensure payment of the principal of or interest on the Series 2023 Bonds. No reserve fund deposit will be made to ensure payment of the principal of or interest on the City Bonds. Accordingly, any potential purchaser of the Series 2023 Bonds should consider whether the City will continue to appropriate moneys from available revenues sufficient to make payment on the City Bonds.

Risk of Audit

The Internal Revenue Service (the “Service”) has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. No assurance can be given that the Service will not commence an audit of the Series 2023 Bonds. Owners of the Series 2023 Bonds are advised that, if an audit of the Series 2023 Bonds was commenced, in accordance with its current published procedures, the Service is likely to treat the Authority as the taxpayer, and the Owners of the Series 2023 Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Series 2023 Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

Determination of Taxability

The Series 2023 Bonds are not subject to redemption, nor are the interest rates on the Series 2023 Bonds subject to adjustment, in the event of a determination by the Service or a court of competent jurisdiction that the interest paid or to be paid on any Series 2023 Bond is or was includible in the gross income of the Owner of a Series 2023 Bond for federal income tax purposes. Such determination may, however, result in a breach of the City’s tax covenants set forth in the City Bond Ordinance, which may constitute a default under the City Bond Ordinance. Likewise, the Indenture does not require the redemption of the Series 2023 Bonds or the adjustment of interest rates on the Series 2023 Bonds if the interest thereon loses its exemption from income taxes imposed by the State. ***It may be that Owners would continue to hold their Series 2023 Bonds, receiving principal and interest as and when due, but would be required to include such interest payments in gross income for federal income tax purposes.***

Investment Rating and Secondary Market

The lowering or withdrawal of the investment rating initially assigned to the Series 2023 Bonds could adversely affect the market price for and the marketability of the Series 2023 Bonds. There is no assurance that a secondary market will develop for the purchase and sale of the Series 2023 Bonds. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities decreases as a result of the financial condition or market position of the underwriters, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor’s circumstances, and may require commitment of the investor’s funds for an indefinite period of time, perhaps until maturity.

No Credit Enhancement

No financial guaranty insurance policy, letter of credit or other credit enhancement will be issued to ensure payment of the Series 2023 Bonds or the City Bonds. Accordingly, any potential purchaser of the Series 2023 Bonds should consider the financial ability of the City to pay the City Bonds. See the section herein captioned **“SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS”**.

Cybersecurity Risks

Cybersecurity threats continue to become more sophisticated and are increasingly capable of impacting the availability, integrity and confidentiality of the City's facilities and systems. The City relies on its information systems to provide security for processing, transmission and storage of confidential personal, health-related, credit and other information. It is possible that the City's security measures will not prevent improper or unauthorized access or disclosure of personally identifiable information resulting from cyber-attacks. Security breaches, including electronic break-ins, computer viruses, attacks by hackers and similar breaches can create disruptions or shutdowns of the City and the services it provides, or the unauthorized disclosure of confidential personal, health-related, credit and other information. If personal or otherwise protected information is improperly accessed, tampered with or distributed, the City may incur significant costs to remediate possible injury to the affected persons, and the City may be subject to sanctions and civil penalties if it is found to be in violation of federal or state laws or regulations. Any failure to maintain proper functionality and security of information systems could interrupt the City's operations, delay receipt of revenues, damage its reputation, subject it to liability claims or regulatory penalties and could have a material adverse effect on its operations, financial condition and results of operations. The City maintains cyber insurance as part of its risk management program.

Pensions and Other Postemployment Benefits

The City maintains a Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

For more information regarding the aforementioned plans, including the City's past contributions, net pension liability, and pension expense, see **"FINANCIAL INFORMATION CONCERNING THE CITY - Employee Retirement Systems and Plans"** in **Appendix A** hereto and in the City's financial statements included in **Appendix B** to this Official Statement.

Future Economic, Demographic and Market Conditions

Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact payment of taxes by taxpayers in the City and, therefore, the City's financial condition.

Government Regulation

Various health and safety regulations and standards apply to the System and are enforced by various federal, state and local departments and agencies. Violations of certain health and safety standards could result in closure of some or all of the facilities comprising the Noble Hill Landfill. The Noble Hill Landfill is currently in compliance with all existing health and safety regulations; however, it is possible that such standards may change and the City cannot guarantee that the facilities comprising the Noble Hill Landfill will meet any such changed standards or that the City will not be required to expend significant sums in order to comply with such changed standards.

The Noble Hill Landfill is subject to continuing environmental regulation. Federal, state and local standards and procedures that regulate the environmental impact of solid waste management facilities are subject to change. These changes may arise from continuing legislative, regulatory and judicial action regarding such standards and procedures. Consequently, there is no assurance that facilities in operation will remain subject to the regulations currently in effect, will always be in compliance with further regulations or will always be able

to obtain all required operating permits. An inability to comply with environmental standards could result in reduced operating levels or the complete shutdown of some or all of the facilities comprising the Noble Hill Landfill. Any reduction in operating levels or any complete shutdown may adversely affect the amount of tipping fees received by the City. The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.**

Competition

A significant increase in rise in the number of landfills in the State may reduce demand for the Noble Hill Landfill which could materially adversely affect the amount of tipping fees received by the City. The City has expressed its current intention, to the extent sufficient, to make payment on the City Bonds from tipping fees the City receives from the operation of the System. **SUCH REVENUES ARE NOT PLEDGED AS SECURITY FOR THE PAYMENT OF THE CITY BONDS AND THERE CAN BE NO ASSURANCE THAT THE CITY WILL APPROPRIATE FUNDS FOR PAYMENT OF THE CITY BONDS.** See “NOBLE HILL SANITARY LANDFILL – Competition” herein

Amendment of the Documents

Certain amendments to the Indenture may be made without the consent of or notice to the registered owners of the Series 2023 Bonds. Such amendments may adversely affect the security for the Series 2023 Bonds. In addition to the foregoing, in some jurisdictions outside the State of Missouri, there are a variety of trust instruction procedure (“*TIP*”) statutes, which generally allow judicially supervised remedies for trust estates of trustees that have a nexus, such as the Trustee’s office, with such jurisdiction. Under such TIP statutes, such jurisdictions may allow or order the Trustee to amend the documents relating to the Series 2023 Bonds in contravention of the manner provided for in these documents, including without limitation allowing the Trustee to disregard provisions requiring the consent of the holders of the Series 2023 Bonds prior to certain amendments of these documents.

Defeasance Risks

The Series 2023 Bonds will be deemed to be paid and discharged and no longer Outstanding under the Indenture and will cease to be entitled to any lien, benefit or security of the Indenture if the Authority shall pay or provide for the payment of such Series 2023 Bonds in any one or more of the following ways: (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Series 2023 Bonds, as and when the same become due and payable; (b) by delivering such Series 2023 Bonds to the Trustee for cancellation; or (c) by depositing in trust with the Trustee or other Paying Agent moneys and Government Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Series 2023 Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Series 2023 Bonds to the maturity or redemption date thereof); provided that, if any such Series 2023 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of the Indenture or provision satisfactory to the Trustee is made for the giving of such notice. Government Obligations include the following: (a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and (b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee. Prices of municipal securities in the

secondary market are subject to adjustment upward and downward in response to changes in the credit markets and that could include any rating of the Series 2023 Bonds, if the Series 2023 Bonds are then rated, defeased with Government Obligations to the extent the Government Obligations have a change or downgrade in rating.

Suitability of Investment

Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Series 2023 Bonds are an appropriate investment.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Series 2023 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2023 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2023 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2023 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law existing as of the issue date of the Series 2023 Bonds:

Federal and State of Missouri Tax Exemption. The interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. The interest on the Series 2023 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Series 2023 Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinions are provided as of the date of the original issue of the Series 2023 Bonds, subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2023 Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Series 2023 Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2023 Bonds, but has reviewed the discussion under the heading “**TAX MATTERS.**”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2023 Bond over its issue price. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2023 Bond during any accrual period generally equals (1) the issue price of that Series 2023 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2023 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2023 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Series 2023 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2023 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2023 Bond is the sum of all payments on the Series 2023 Bond other than “qualified stated interest” (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2023 Bond is generally the first price at which a substantial amount of the Series 2023 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2023 Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Series 2023 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2023 Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Series 2023 Bonds. Upon the sale, exchange or retirement (including redemption) of a Series 2023 Bond, an owner of the Series 2023 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Series 2023 Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Series 2023 Bond. To the extent a Series 2023 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2023 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2023 Bonds, and to the proceeds paid on the sale of the Series 2023 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2023 Bonds should be aware that ownership of the Series 2023 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual

recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2023 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2023 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2023 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2023 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

FINANCIAL STATEMENTS

Audited financial statements of the City for the fiscal year ended June 30, 2022, are included in the City’s Annual Comprehensive Financial Report in **Appendix B** to this Official Statement. These financial statements have been audited by the City’s independent certified public accountants, to the extent and for the periods indicated in the report which is also included in **Appendix B** hereto. The City’s independent auditor has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The City’s independent auditor also has not performed any procedures relating to this Official Statement.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2023 Bonds by the Authority are subject to the approval of Gilmore & Bell, P.C., St. Louis, Missouri, Bond Counsel to the Authority, whose approving opinion will be delivered with the Series 2023 Bonds. Certain legal matters related to this Official Statement will be passed upon by Gilmore & Bell, P.C., St. Louis, Missouri. Certain legal matters will be passed upon for the Authority by its counsel, Lewis Rice LLC, St. Louis, Missouri. Certain legal matters relating to the City Bonds will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, and by the Office of the City Attorney.

The various legal opinions to be delivered concurrently with the delivery of the Series 2023 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

The Authority

There is not now pending or, to the knowledge of the Authority, threatened any litigation against the Authority seeking to restrain or enjoin the issuance or delivery of the Series 2023 Bonds, or questioning or affecting the validity of the Series 2023 Bonds or the proceedings of the Authority under which they are to be issued, or which in any manner questions the right of the Authority to enter into the Indenture or to secure the Series 2023 Bonds in the manner provided in the Indenture or the Act.

The City

There is not now pending or, to the knowledge of the City, threatened any litigation against the City seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the City Bonds, the Series 2023 Bonds or the collection of the Trust Estate pledged or to be pledged by the Authority to pay the principal of and interest on the Series 2023 Bonds, or the pledge thereof, which in any manner questions the right of the City to adopt the City Bond Ordinance or to secure the City Bonds with respect to the Series 2023 Bonds in the manner provided in the Financing Agreement or as described herein, or affecting or seeking to prohibit, restrain or enjoin the City's covenant for the City Manager, the Director of Finance or any other officer of the City to include or cause to be included in each budget submitted to the City Council the necessary annual appropriation for the payment of the City Bonds as required under the City Bond Ordinance.

RATING

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

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

Neither the City, the Authority nor the Underwriter (hereinafter defined) has undertaken any responsibility to bring to the attention of the Owners of the Series 2023 Bonds any proposed revision or withdrawal of a rating of the Series 2023 Bonds or to oppose any such proposed revision or withdrawal, except that the City has agreed in the Continuing Disclosure Agreement to inform Owners of any such revision to the rating as set forth in the Continuing Disclosure Agreement. Any downward revision or withdrawal of the rating may have an adverse effect on the market price and marketability of the Series 2023 Bonds.

CONTINUING DISCLOSURE

General

The City will execute a Continuing Disclosure Agreement with respect to ongoing disclosure which will constitute the written understanding for the benefit of the holders of the Series 2023 Bonds required by Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. A form of the Continuing Disclosure Agreement is included in **Appendix E**. The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Series 2023 Bonds or to any decision to purchase, hold or sell Series 2023 Bonds and the Authority will not provide any such information. Any commitment or obligation for continuing disclosure with respect to the Series 2023 Bonds or the City has been undertaken solely by the City.

Compliance With Prior Continuing Disclosure Undertakings

During the last five years, the City was late filing various operating data for the fiscal year ended June 30, 2018, without always filing notices of late filing. In addition, the City did not file all required operating data for two series of sewer revenue bonds for fiscal years ended June 30, 2018, through June 30, 2020. This

information has since been filed along with a failure to file notice. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2018, and June 30, 2020, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues. The City was late filing notice of the incurrence of a material “Financial Obligation” as defined in SEC Rule 15c2-12.

UNDERWRITING

On July __, 2023, the Authority received _____ bids for the Series 2023 Bonds. The Series 2023 Bonds have been sold at public sale by the Authority to _____, _____, _____ (the “*Underwriter*”) on the basis of lowest true interest cost. The Underwriter has agreed, subject to certain conditions, to purchase the Series 2023 Bonds at a purchase price equal to the initial offering prices shown on the inside cover page hereof, less an underwriter’s discount of \$ _____.

FINANCIAL ADVISOR

Columbia Capital Management, LLC., Merriam, Kansas, a registered municipal advisor, is employed as Financial Advisor to the Authority to render certain professional services, including advising the Authority on a plan of financing. The Financial Advisor has read and participated in drafting certain portions of this Official Statement. The Financial Advisor has not, however, independently verified the factual information contained in this Official Statement.

MISCELLANEOUS

The references herein to the Act, the Indenture, the City Bond Ordinance and the Continuing Disclosure Agreement are brief outlines of certain provisions thereof and do not purport to be complete. For full and complete statements of the provisions thereof, reference is made to the Act, the Indenture, the City Bond Ordinance and the Continuing Disclosure Agreement.

The agreement of the Authority with the owners of the Series 2023 Bonds is fully set forth in the Indenture, and neither any advertisement of the Series 2023 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2023 Bonds. Statements made in this Official Statement involving estimates, projections or matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of fact.

The cover page hereof and the Appendices hereto are integral parts of this Official Statement and must be read together with all of the foregoing statements.

APPROVAL OF OFFICIAL STATEMENT

This Official Statement has been approved by the City as of the date on the cover page hereof. This Official Statement is submitted in connection with the sale and issuance of the Series 2023 Bonds and may not be reproduced or used as a whole or in part for any other purpose. This Official Statement does not constitute a contract between the City and the owners of the Series 2023 Bonds.

CITY OF SPRINGFIELD, MISSOURI

APPENDIX A
INFORMATION CONCERNING THE CITY OF SPRINGFIELD, MISSOURI

APPENDIX B

**ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE CITY OF
SPRINGFIELD, MISSOURI FOR FISCAL YEAR ENDED JUNE 30, 2022**

APPENDIX C

DEFINITIONS OF WORDS AND TERMS AND SUMMARIES OF CERTAIN LEGAL DOCUMENTS

The following is a summary of certain provisions of the Bond Indenture dated as of August 1, 2023 (the “Indenture”), between the State Environmental Improvement and Energy Resources Authority (the “Authority”) and UMB Bank, N.A., as trustee (the “Trustee”). The following is not a comprehensive description and is qualified in its entirety by reference to the Indenture for a complete recital of the terms thereof.

Definitions

In addition to terms defined elsewhere in the Official Statement, the following are definitions of certain terms used in the Indenture:

“*Act*” means Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri, as from time to time amended.

“*Account*” or “*Accounts*” means one or more of the separate accounts or subaccounts created in the Funds established in the Indenture or pursuant to any Supplemental Indenture.

“*Additional Bonds*” means any additional parity bonds issued by the Authority pursuant to the Indenture that stand on a parity and equality under the Indenture with the Series 2023 Bonds and any other Additional Bonds issued thereunder.

“*Available Revenues*” means, subject to annual appropriation by the City, all revenues available to the City for the repayment of the City Bonds pursuant to the City Bond Ordinance.

“*Authority*” means the State Environmental Improvement and Energy Resources Authority created by the Act, and its successors and assigns or any body, agency or instrumentality of the State succeeding to or charged with the powers, duties and functions of the Authority.

“*Authorized Representative*” means (a) with respect to the Authority, the Chairman, the Vice Chairman, the Secretary, the Executive Director or the Deputy Director of the Authority or such other person or persons at the time designated to act on behalf of the Authority as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed by the Chairman, the Executive Director or the Deputy Director of the Authority; (b) with respect to the City, the Mayor, the City Manager, the Director of Finance, or such other person or persons at the time designated to act on behalf of the City as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed by the Mayor; and (c) with respect to the Trustee, any authorized officer of the Trustee.

“*Authorizing Resolution*” means the resolution adopted by the Authority on June 29, 2023, authorizing the issuance of the Series 2023 Bonds.

“*Bond*” or “*Bonds*” means, collectively, the Series 2023 Bonds and any Additional Bonds issued pursuant to the Indenture.

“*Bond Counsel*” means Gilmore & Bell, P.C., as Bond Counsel, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing approved by the Authority and acceptable to the Trustee.

“*Bond Issuance Date*” means, with respect to the Series 2023 Bonds, the date of initial issuance of the Series 2023 Bonds.

“*Bondowner*” means any person in whose name any Bond is registered on the Bond Register.

“*Business Day*” means a day on which the Trustee and any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“*Cede & Co.*” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

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

“*City Bond Ordinance*” means (a) with respect to the City Bonds purchased by the Authority in connection with the Series 2023 Project, Ordinance No. _____ of the City adopted on July 10, 2023 and (b) with respect to the City Bonds purchased by the Authority in connection with the portion of the Project financed with a series of Additional Bonds, the ordinance adopted by the City authorizing such applicable series of City Bonds.

“*City Bonds*” means (a) with respect to the Series 2023 Project, the City’s Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023, purchased by the Authority, and (b) with respect to the portion of the Project financed with a series of Additional Bonds, such additional obligations of the City purchased by the Authority.

“*City Purchase Agreement*” means the Purchase Agreement dated as of August 1, 2023, between the City and the Authority relating to the City Bonds.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement dated as of August 1, 2023, executed by and between the City and UMB Bank, N.A., as dissemination agent for the benefit of holders of the Series 2023 Bonds, as from time to time amended in accordance with the provisions thereof.

“*Costs of Issuance*” means issuance costs with respect to the Bonds and the City Bonds including, but not limited to, the following:

- (a) underwriter’s spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees and expenses (including bond counsel, disclosure counsel, City’s counsel, Authority’s counsel, underwriter’s counsel, as well as any other specialized counsel fees and expenses incurred in connection with the issuance of the Bonds or the City Bonds);
- (c) fees and expenses of any financial advisor to the Authority or the City incurred in connection with the issuance of the Bonds or the City Bonds;
- (d) rating agency fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Bonds or the City Bonds (including the premium for any bond insurance policy relating to the Bonds);
- (g) printing costs related to the Bonds, the City Bonds and/or the Official Statement;
- (h) fees and expenses of the Authority incurred in connection with the issuance of the Bonds or the City Bonds; and
- (i) all other costs of issuance related to the Bonds or the City Bonds as certified by an Authorized Representative of the City.

“*Costs of Issuance Fund*” means the fund by that name created by the Indenture.

“*Debt Service Fund*” means the fund by that name created by the Indenture.

“*Default*” means any event or condition which constitutes, or with the giving of any requisite notice or upon the passage of any requisite time period or upon the occurrence of both would constitute, an Event of Default.

“*Defaulted Interest*” has the meaning set forth in the Indenture.

“*Defeasance Obligations*” means:

- (a) Government Obligations which are not subject to redemption prior to maturity; or
- (b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

“*Event of Default*” means any Event of Default as defined in the Indenture.

“*Event of Non-Appropriation*” shall have the meaning set forth in the City Bond Ordinance.

“*Fiscal Year*” means the City’s fiscal year, which is currently July 1 to June 30.

“*Fund*” or “*Funds*” means one or more of the separate funds established in the Indenture or pursuant to any Supplemental Indenture.

“*Government Obligations*” means the following:

- (a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and
- (b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“*Indenture*” means the Bond Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Indenture.

“*Internal Revenue Code*” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“*Investment Securities*” means any securities legally available for the investment of funds of the Authority and held pursuant to the Indenture.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

“*Officer’s Certificate*” means a written certificate in the form described in the Indenture executed by the Authorized Representative of the City, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the City with respect to matters set forth therein.

“*Official Statement*” means the preliminary and final Official Statement relating to a series of Bonds.

“*Opinion of Bond Counsel*” means a written opinion in the form described in the Indenture of any legal counsel acceptable to the Authority and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exclusion from gross income for purposes of federal income taxation of interest on such obligations.

“*Opinion of Counsel*” means a written opinion in the form described in the Indenture of any legal counsel acceptable to the City and the Trustee and, to the extent the Authority is asked to take action in reliance thereon, the Authority, who may be an employee of or counsel to the Trustee, the City or the Authority.

“*Original Purchaser*” means _____, _____, _____, as the original purchaser of the Series 2023 Bonds.

“*Outstanding*” means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under the Indenture, except:

(1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in the Indenture;

(2) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in the Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture; and

(4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in the Indenture.

“*Participants*” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“*Paying Agent*” means any paying agent for the Bonds (initially, the Trustee) and its successor or successors appointed pursuant to the provisions of the Indenture.

“*Person*” means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“*Prime Rate*” means, for any date of determination, the interest rate per annum publicly announced from time to time by the Trustee as its “prime rate.”

“*Project*” means, collectively, the Series 2023 Project, as described on an exhibit to the Indenture, and any additional project financed with Additional Bonds as described in any Supplemental Indenture authorizing such Additional Bonds.

“*Rebate Fund*” means the fund by that name created by the Indenture.

“*Record Date*” means the 15th day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

“*Replacement Bonds*” means Bonds issued to the beneficial owners of the Bonds in accordance with the Indenture.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time

“*Securities Depository*” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“*Series 2023 Bonds*” means the Authority’s Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023, issued pursuant to the Indenture in the aggregate principal amount of \$[**Principal Amount**].*

“*Series 2023 Project*” means the portion of the Project financed with the Series 2023 Bonds as described on an exhibit to the Indenture. See “**PLAN OF FINANCE – Series 2023 Project**” herein.

“*Special Record Date*” has the meaning set forth in the Indenture.

“*S&P*” means S&P Global Ratings, a division of S&P Global Inc., and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Authority and the Trustee.

“*State*” means the State of Missouri.

“*Supplemental Indenture*” means any indenture supplemental or amendatory to the Indenture entered into by the Authority and the Trustee pursuant to the Indenture.

“*Tax Compliance Agreement*” means (a) with respect to the Series 2023 Bonds, the Tax Compliance Agreement dated as of August 1, 2023, among the Authority, the City and the Trustee, and (b) with respect to any other Tax-Exempt Bonds, the tax compliance agreement among the Authority, the City and the Trustee relating to such series of Tax-Exempt Bonds.

“*Tax-Exempt Bonds*” means any Bonds issued under the Indenture the interest on which is excluded from gross income for purposes of federal income taxation, as stated in the Opinion of Bond Counsel issued in connection with the issuance of such Bonds.

“*Transaction Documents*” means the Indenture, the Bonds, the Official Statement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the City Purchase Agreement, the City Bonds, the City Bond Ordinance and any and all other documents or instruments that evidence or are a part of the transactions referred to in or contemplated by such documents; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “*Transaction Documents*” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“*Trust Estate*” means the Trust Estate described in the Granting Clauses of the Indenture.

* Preliminary, subject to change

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

SUMMARY OF THE INDENTURE

In addition to the information under the captions “THE SERIES 2023 BONDS” and “SECURITY AND SOURCES OF PAYMENT OF THE SERIES 2023 BONDS,” the following is a summary of the Indenture pursuant to which the Series 2023 Bonds will be issued. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee.

Creation of Funds and Accounts

The Indenture creates and orders to be established in the custody of the Trustee the following special trust funds in the name of the Authority to be designated as follows:

- (a) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Project Fund” (the “*Project Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2023 Project Account*.”
- (b) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri Costs of Issuance Fund” (the “*Costs of Issuance Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2023 Costs of Issuance Account*.”
- (c) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri – Debt Service Fund” (the “*Debt Service Fund*”), and within such fund separate accounts for each series of Bonds, initially a “*Series 2023 Debt Service Account*,” and within each such account a subaccount for capitalized interest on such series, if any.
- (d) “State Environmental Improvement and Energy Resources Authority – City of Springfield, Missouri – Rebate Fund” (the “*Rebate Fund*”), and within such fund separate accounts for each series of Tax-Exempt Bonds, initially a “*Series 2023 Rebate Account*.”

The Trustee is authorized in the Indenture to establish separate Accounts within such Funds or otherwise segregate moneys within such Funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Authority.

Security for the Bonds

The Bonds and the interest thereon shall be special, limited obligations of the Authority payable solely out of and secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Bondowners, as provided in the Indenture. The Bonds and interest thereon shall not be deemed to constitute an indebtedness or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture and the Supplemental Indenture relating to each series of Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Neither the State nor the Authority is obligated to pay the Bonds or the interest thereon except from the Trust Estate as provided under the Indenture and the Supplemental Indenture relating to each series of Bonds, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bonds. No covenant, stipulation, obligation or agreement contained in the Indenture or in the Bonds shall be deemed to be

a covenant, stipulation, obligation or agreement of any present or future trustee, officer, member, director, employee or agent of the Authority in his or her individual capacity. The Authority has no taxing power.

Debt Service Fund

The Trustee shall deposit and credit into the applicable account of the Debt Service Fund, as and when received, as follows:

- (a) All payments made by the City on the City Bonds.
- (b) Any amount required to be transferred to the Debt Service Fund pursuant to the Indenture (see “ – **Project Fund**” and “ – **Costs of Issuance Fund**” below).
- (c) Interest earnings and other income on Investment Securities required to be deposited in the Debt Service Fund pursuant to the Indenture.
- (d) Any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Indenture.
- (e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Indenture or any other Transaction Document, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of the Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided in the Indenture, moneys in the Debt Service Fund shall be expended solely as follows: (i) to pay interest on the Bonds as the same becomes due; (ii) to pay principal of the Bonds as the same mature or become due and upon mandatory sinking fund redemption thereof; and (iii) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption) prior to maturity.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Authority given pursuant to written direction of the City, shall use excess moneys in the Debt Service Fund to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the City, in accordance with the redemption provisions of the Indenture, so long as there is no Event of Non-Appropriation that has occurred under the City Bond Ordinance and is continuing and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The City may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

If, on any payment date, the amount on deposit in the Debt Service Fund is insufficient to pay the principal of and redemption premium, if any, and interest due on all Outstanding Bonds on the next payment date for the Bonds, the amounts received shall be applied to the accounts in the Debt Service Fund established for the Bonds in proportion to the amounts due with respect to each series of Bonds on such payment date.

Project Fund

So long as no Event of Default has occurred and is continuing of which the Trustee has received notice in accordance with the Indenture, the Trustee shall disburse moneys in the applicable accounts of the Project Fund from time to time to pay, or to reimburse the City or its agents for payment of, the costs of the applicable portion of the Project, upon receipt of a written request of the Authorized Representative of the City and containing the statements, representations and certifications set forth in substantially the form of such request attached as an exhibit to the Indenture or, with respect to a series of Additional Bonds, in substantially the form of such written request attached as an exhibit to the Supplemental Bond Indenture under which any Additional Bonds are issued, as applicable. Any moneys remaining on deposit in an account of the Project Fund when the applicable portion of the Project financed with the proceeds of the applicable series of Bonds is complete, as evidenced by an Officer's Certificate delivered to the Trustee and the Authority, shall immediately be transferred by the Trustee to the applicable account of the Debt Service Fund.

Costs of Issuance Fund

The Trustee shall disburse moneys in the applicable accounts of the Costs of Issuance Fund from time to time to pay, or to reimburse the City or its agents for payment of, the Costs of Issuance relating to a series of Bonds and the applicable series of City Bonds, upon receipt of a written request of the Authorized Representative of the City and containing the statements, representations and certifications set forth in substantially the form of such request attached as an exhibit to the Indenture or, with respect to the issuance of Additional Bonds, in substantially the form of such written request attached as an exhibit to the Supplemental Bond Indenture under which any Additional Bonds are issued, as applicable. Any moneys remaining on deposit in an account of the Costs of Issuance Fund when all Costs of Issuance relating to the applicable series of Bonds and City Bonds have been paid, as evidenced by an Officer's Certificate delivered to the Trustee and the Authority, and in any case not later than 6 months from the applicable Bond Issuance Date, shall immediately be transferred by the Trustee to (a) the applicable account of the Project Fund or (b) if the portion of the Project financed with the proceeds of such series of Bonds is complete, then to the applicable account of the Debt Service Fund.

Rebate Fund

There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay arbitrage rebate to the United States of America, and neither the City, the Authority nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by the Indenture and by the Tax Compliance Agreement.

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment to the United States of America as directed in writing by an Authorized Representative of the Authority. Neither the Trustee nor the Authority shall have any obligation to pay any amounts required to be rebated pursuant to the Indenture and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund or from other moneys provided by the City.

The obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this provision of the Indenture and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds until all arbitrage rebate shall have been paid.

Nonpresentment of Bonds

If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under the Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay to

the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Investment of Moneys

All moneys deposited with or paid to the Trustee for the Funds and Accounts held under the Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of the Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of the Indenture, and, until used or applied as provided in the Indenture, shall (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions of the Indenture and shall not be commingled with any other funds of the Authority or the City except as provided under the Indenture for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received under the Indenture except to the extent such moneys are invested in Investment Securities.

Events of Default; No Acceleration

The term “*Event of Default*,” wherever used in the Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or
- (c) default in the performance, or breach, of any covenant or agreement of the Authority in the Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with above), and continuance of such default or breach for a period of 60 days after there has been given to the Authority and the City by the Trustee or to the Authority and the City and the Trustee by the owners of at least 10% in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Authority shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

With regard to any alleged default concerning which notice is given to the City under the provisions of the Indenture, the Authority grants the City full authority for the account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default.

Notwithstanding anything in the Indenture to the contrary, the Bonds are not subject to acceleration upon the occurrence of an Event of Default under the Indenture.

Exercise of Remedies by the Trustee

Upon the occurrence and continuance of any Event of Default under the Indenture, unless the same is waived as provided in the Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under the Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under the Indenture, to realize on or to foreclose any of its interests or liens under the Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Authority as set forth in the Indenture and to enforce or preserve any other rights or interests of the Trustee under the Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by the Indenture as the Trustee shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under the Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of the Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under the Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Authority or the City is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under the Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of the Indenture governing the application of moneys collected following an Event of Default, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under the Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Authority, the City, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under the Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Limitation on Exercise of Remedies by Bondowners

No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to the Indenture, or for the appointment of a receiver or trustee or for any other remedy under the Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing Event of Default;
- (b) the owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under the Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in the Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the lien of the Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under the Indenture, except in the manner provided in the Indenture and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in the Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in the Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Remedies Cumulative

No right or remedy conferred upon or reserved to the Trustee or to the Bondowners in the Indenture is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given thereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under the Indenture, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Application of Moneys in Event of Default

Any moneys collected by the Trustee pursuant to the Indenture (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate (except moneys and securities held in the Rebate Fund and any moneys required to meet the requirements of Section 148(f) of the Internal Revenue Code, whether or not held in the Rebate Fund), shall (after payment of all amounts due to the Trustee under the Indenture, including attorney's fees and expenses) be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) If the principal of all the Bonds shall not have become due and payable, all such moneys shall be applied:

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Persons entitled thereto of the unpaid principal (including unpaid sinking fund installments, if any) and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption or for which moneys for the payment thereof held pursuant to the provisions of the Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full the Bonds due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, according to the amounts due respectively for principal, premium, if any, and interest to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be so applied by the Trustee, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, in accordance with the Indenture, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Supplemental Indentures

Without Consent of the Owners

Without the consent of the owners of any Bonds, the Authority and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of the Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of the Indenture, or to subject to the lien of the Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as set forth in the Indenture, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in the Indenture; or

(d) to evidence the appointment of a separate trustee or the succession of a new trustee under the Indenture; or

(e) to add to the covenants of the Authority or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power conferred upon the Authority in the Indenture; or

(f) to cure any ambiguity, to correct or supplement any provision in the Indenture which may be inconsistent with any other provision therein or to make any other change, with respect to matters or questions arising under the Indenture, which shall not be inconsistent with the provisions of the Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds (and the Trustee shall be entitled to receive and rely upon an Opinion of Counsel in exercising such judgment); or

(g) to modify, eliminate or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or any state thereof.

With Consent of the Owners

With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Authority and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the owners of the Bonds under the Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, date of any redemption of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in the Indenture of compliance with certain provisions of the Indenture or certain Defaults under the Indenture and their consequences; or

(c) modify the obligation of the Authority to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term “*Outstanding*,”
or

(e) modify any of the provisions of the Indenture governing Supplemental Indentures requiring consent of the owners or waivers of past Defaults, except to increase any percentage provided thereby or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(f) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any of the Trust Estate or terminate the lien of the Indenture on any property at any time subject thereto or deprive the owner of any Bond of the security afforded by the lien of the Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered thereunder. The Trustee shall not be liable for any such determination made in good faith.

Opinion of Counsel and Opinion of Bond Counsel

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by the Indenture or the modification thereby of the trusts created by the Indenture, the Trustee shall be entitled to receive, and, subject to the Indenture, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of the Indenture and an Opinion of Bond Counsel that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Tax-Exempt Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Resignation or Removal of the Trustee

The Trustee may resign at any time by giving written notice thereof to the Authority, the City and each owner of Bonds Outstanding as shown by the list of Bondowners required by the Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee has or shall acquire any conflicting interest (as determined by the Trustee), it shall, within 90 days after ascertaining that it has a conflicting interest, or within 30 days after receiving written notice from the Authority or the City (so long as no an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in the Indenture.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Authority and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds, or, so long as there is no an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing, the City, signed by the Authorized Representative. The Authority, the City or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

If at any time: (i) the Trustee shall fail to comply with the provision of the Indenture requiring resignation in the event of a conflict of interest after written request therefor by the Authority or by any Bondowner; (ii) the Trustee shall cease to be eligible under the Indenture and shall fail to resign after written request therefor by the Authority or by any such Bondowner; or (iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (A) the Authority may remove the Trustee, or (B) the City or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice at the expense of the City of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Authority and the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its payment office.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to the Indenture shall become effective until the acceptance of appointment by the successor Trustee under the Indenture.

Appointment of Successor Trustee

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Authority, with the written consent of the City (which consent shall not be

unreasonably withheld), or the owners of a majority in principal amount of Bonds Outstanding (if an Event of Default under the Indenture has occurred and is continuing or an Event of Non-Appropriation has occurred under the City Bond Ordinance and is continuing), by an instrument or concurrent instruments in writing delivered to the Authority and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Authority or the Bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner provided in the Indenture, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner provided in the Indenture, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as described above. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as described above. Every such successor Trustee appointed pursuant to the Indenture shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of the Indenture.

Qualifications of Trustee and Successor Trustees

There shall at all times be a Trustee under the Indenture which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least \$100,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of the Indenture, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of the Indenture, it shall resign immediately in the manner and with the effect specified in the Indenture.

SUMMARY OF THE CITY BOND ORDINANCE

In addition to the information under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2023 BONDS,” the following is a summary of the City Bond Ordinance pursuant to which the City Bonds will be issued. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Indenture, copies of which are on file with the Authority and the Trustee.

Definitions

In addition to terms defined elsewhere in the Official Statement, the following are definitions of certain terms used in the City Bond Ordinance:

“Additional Payments” means the following:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any paying agent under the Indenture, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee for deposit in applicable account of the Rebate Fund, upon demand, an amount necessary to pay all arbitrage rebate installments (including yield reduction payments, if any) and a final arbitrage rebate payment (including the costs of calculating rebate payments, if any) with respect to the Bonds in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Authority, on the Closing Date, its regular issuance fees and charges, if any, and all expenses (including without limitation attorney's fees) incurred by the Authority in relation to the transactions contemplated by the City Bond Ordinance and the Indenture, which are not otherwise to be paid by the City under the City Bond Ordinance or the Indenture;

(d) to the appropriate person, when due, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, fees, expenses and liabilities incurred by the Authority or the Trustee or any of them in satisfaction of any obligations of the City under the City Bond Ordinance or the Indenture that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, the City Bond Ordinance or the Indenture (including an audit, questionnaire, inquiry, investigation or other request for information from the Internal Revenue Service, the Securities and Exchange Commission or any other federal or State regulatory agency in connection with the Bonds), or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Authority or the Trustee and that are incurred as a result of a request by the City, or a requirement of the City Bond Ordinance or the Indenture and that the City is not otherwise required to pay under the City Bond Ordinance or the Indenture; and

(e) to the appropriate person, when due, any other amounts required to be paid by the City under this Ordinance or the Indenture.

Any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

“Authority Bonds” means the Authority's Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project), Series 2023.

“Authorized Representative” means the Mayor, the City Manager, the Director of Finance, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Paying Agent containing the specimen signature of such Person and signed on behalf of the City by the Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Representative.

“Bond Debt Service” means the amount of the principal of and interest due on the City Bonds on the date of calculation required in the City Bond Ordinance.

“City Bond Ordinance” means the City Bond Ordinance as from time to time amended in accordance with its terms.

“City Bonds” means the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023, authorized and issued under the City Bond Ordinance.

“City Purchase Agreement” means the Purchase Agreement between the City and the Authority related to the City Bonds, as supplemented, modified or amended in accordance with its terms.

“Closing Date” means the date of the initial issuance and delivery of the City Bonds.

“Consulting Engineer” means each independent engineer or engineering firm with experience in designing and constructing energy facilities and retained by the City.

“Event of Nonappropriation” means an Event of Nonappropriation as described under the caption “ - **Security for City Bonds.**”

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by the Trustee at the written request of the City with written notice to the Paying Agent.

“Outstanding” means, as of the date of determination, all City Bonds issued and delivered under the City Bond Ordinance, except:

- (1) City Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) City Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under the City Bond Ordinance;
- (3) City Bonds in exchange for which, or in lieu of which, other City Bonds have been registered and delivered pursuant to the City Bond Ordinance; and
- (4) City Bonds allegedly mutilated, destroyed, lost, or stolen and paid under the City Bond Ordinance.

“Owner” means the Authority or any assignee of the Authority under the Indenture.

“Paying Agent” means UMB Bank, N.A., and its successors and assigns acting at any time as Paying Agent under the City Bond Ordinance.

“Principal Payment Date” means (a) each principal installment payment date as shown on a schedule attached to the City Bonds, (b) the Stated Maturity of the Bonds, and (c) any date on which the Bonds are redeemed in accordance with the City Bond Ordinance.

“Purchase Price” means the amount paid by the Authority in accordance with the City Purchase Agreement and deposited in accordance with the Indenture.

“Record Date” means the 15th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“Stated Maturity” means August 1, 20_____, the final maturity date of the City Bonds.

Security for City Bonds

The City Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Debt Service Fund. The obligation of the City to make such payments and the obligation of the City to make Additional Payments under the City Bond Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (a) out of the income and revenues provided for such year plus (b) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments under the City Bond Ordinance and to perform and observe any other covenant and agreement contained therein shall be absolute and unconditional.

The City Council directs that, subject to the provisions of the City Bond Ordinance described above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance

and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the City Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget. An Event of Nonappropriation will be deemed to have occurred if the City Council fails to budget, appropriate or otherwise provide for on or before the last day of any Fiscal Year sufficient funds to pay debt service on the Bonds, to make the Additional Payments and to make all other payments as required in the City Bond Ordinance coming due during the immediately following Fiscal Year. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the City Bonds.

Description of City Bonds

The City Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The City Bonds are dated as of the Closing Date. The City Bonds will mature on the Stated Maturity (subject to redemption prior to the Stated Maturity as provided in the City Bond Ordinance). The City Bonds shall become due, in installments, in the amounts set forth on the amortization schedule attached as a schedule to the City Bonds, which schedule conforms to the debt service on the Authority Bonds. The City Bonds will bear interest on the principal amount Outstanding at variable interest rates from the Closing Date or from the most recent Interest Payment Date to which interest has been paid or provided for as calculated and set forth on the amortization schedule attached as such schedule to the City Bonds. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date. The amortization schedule to the City Bonds is subject to revision upon partial redemption of the City Bonds as set forth in the City Bond Ordinance.

Designation of Paying Agent

The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the City Bonds, bond registrar for the registration, transfer and exchange of the City Bonds.

Method and Place of Payment of City Bonds.

Payment of the City Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

The payment of the principal of and redemption premium, if any, payable on each Bond on the Principal Payment Date or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the City Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

Registration, Transfer and Exchange of City Bonds

The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. City Bonds will be transferred and exchanged only upon the Bond Register.

The City Bonds and beneficial interests therein may only be purchased by or transferred to the Authority, the Trustee or their respective successors or assigns. Subject to the limitations of the preceding sentence, upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or City Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All City Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All City Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

Optional Redemption

At the option of the City, with the prior written consent of the Owner, City Bonds may be called for redemption and payment prior to the Stated Maturity thereof, in whole or in part, on August 1, 2033*, and thereafter, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption plus a premium equal to 30 days' interest on the City Bonds to be called for redemption. City Bonds may be redeemed only in the principal amount of \$5,000 or any integral multiple thereof.

Establishment of Funds and Accounts

The City acknowledges the establishment of the following funds and accounts of the Authority held by the Trustee under the Indenture:

- (a) Project Fund, and within such fund, a Series 2023 Project Account.
- (b) Costs of Issuance Fund, and within such fund, a Series 2023 Costs of Issuance Account.
- (c) Debt Service Fund, and within such fund, a Series 2023 Debt Service Account.
- (d) Rebate Fund, and within such fund, a Series 2023 Rebate Account.

Assignment and Application of Moneys in the Project Fund and Costs of Issuance Fund

The City assigns the proceeds of the City Bonds held in the Series 2023 Project Account of the Project Fund to the Owner to secure the City's obligations under the City Bond Ordinance.

Moneys in the Series 2023 Project Account of the Project Fund will be disbursed periodically at the direction of the City for the sole purpose of paying the cost of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the City Council with the advice of the Consulting Engineer.

Moneys in the Series 2023 Costs of Issuance Account of the Costs of Issuance Fund will be disbursed periodically at the direction of the City for the purpose of paying the Costs of Issuance related to the City Bonds and the Authority Bonds.

Requisitions will be submitted for withdrawals from the Series 2023 Project Account of the Project Fund or the Series 2023 Costs of Issuance Account of the Costs of Issuance Fund in accordance with the requirements of the Indenture.

Application of Money in the Rebate Fund

There shall be deposited in the Series 2023 Rebate Account of the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement with respect to the Authority Bonds. All money at any time deposited in the Series 2023 Rebate Account of the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, and neither the City nor the Owner of any City Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Series 2023 Rebate Account of the Rebate Fund shall be governed by the City Bond Ordinance and the Tax Compliance Agreement.

Pursuant to the Tax Compliance Agreement, the City shall periodically determine the amount of arbitrage rebate due with respect to the Authority Bonds under Section 148(f) of the Internal Revenue Code in accordance

* Preliminary, subject to change

with the Tax Compliance Agreement, and the City shall make payments to the United States of America at the times and in the amounts determined under the Tax Compliance Agreement. Any money remaining in the Rebate Fund after redemption and payment of all of the Authority Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

Notwithstanding any other provision of the City Bond Ordinance, the obligation to pay arbitrage rebate and to comply with all other requirements of the rebate provisions of the City Bond Ordinance shall survive the defeasance or payment in full of the City Bonds and the Authority Bonds.

Payment of Debt Service

Subject to the annual appropriation limitations set forth in the City Bond Ordinance, the City covenants and agrees that from and after the delivery of the City Bonds and so long as any of the City Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will, by the Funds Transfer Method, transfer to the Paying Agent for immediate transfer to the Trustee and credit to the Series 2023 Debt Service Account of the Debt Service Fund the following amounts:

(a) on February 1, 2024, and on each Interest Payment Date thereafter, the amount of interest due on the City Bonds on the next Interest Payment Date; and

(b) on August 1, 2024, and on each Principal Payment Date thereafter, the principal due on the next Principal Payment Date.

Transfer of Funds to Paying Agent.

The Director of Finance is authorized and directed to make the payments as provided in the City Bond Ordinance, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the fifth Business Day immediately preceding the dates when payments on the City Bonds are due. Upon the payment of all principal and interest on the City Bonds, the Paying Agent will return any excess funds to the City. All moneys deposited by the City with the Paying Agent are subject to the provisions of the City Bond Ordinance.

Payment of Additional Payments

Subject to the annual appropriation limitations set forth in the City Bond Ordinance, the City covenants and agrees that from and after the delivery of the City Bonds and so long as any of the City Bonds and/or the Authority Bonds remain outstanding and unpaid, the City will make all required Additional Payments. The Director of Finance is authorized and directed to make any required Additional Payments, and to forward said amounts to the appropriate person on or before the dates when said payments are due.

Annual Audit

Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the City Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

Continuing Disclosure

The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement as originally executed and as it may be amended from time to time in accordance with the terms thereof. Upon the City's failure to comply with the Continuing Disclosure Agreement, the Authority, the Trustee, or any owner of the Authority Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this provision in the City Bond Ordinance and the Continuing Disclosure Agreement. In no event will a default under the Continuing Disclosure Agreement be considered a default pursuant to the City Bond Ordinance.

Tax Covenants Respecting the Authority Bonds

In order to maintain the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation, the City agrees that it shall comply with its obligations as set forth in the Tax Compliance Agreement. Notwithstanding any other provision of the City Bond Ordinance, the City's obligation to comply with all requirements of the Tax Compliance Agreement shall survive the defeasance or payment in full of the City Bonds and the Authority Bonds.

Remedies.

The provisions of the City Bond Ordinance constitute a contract between the City and the Owners of the City Bonds. The Owner or Owners of not less than 10% in principal amount of the City Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of City Bonds similarly situated:

- (a) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under the City Bond Ordinance, the Constitution and the laws of the State;
- (b) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the City Bonds.

Any amounts paid on the City Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Limitation on Rights of Owners

No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, the City Bond Ordinance, except in the manner provided in the City Bond Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Remedies Cumulative

No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under the City Bond Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under the City Bond Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the City Bonds by the City Bond Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the City Bonds will be restored to their former positions and rights under the City Bond Ordinance.

No Acceleration

Notwithstanding anything in the City Bond Ordinance to the contrary, the City Bonds are not subject to acceleration upon the occurrence of an event of default thereunder.

No Obligation to Appropriate Moneys or to Levy Taxes

Nothing in the City Bond Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the City Bonds or to levy any taxes either to meet any obligation incurred under the City Bond Ordinance or to pay the principal of or interest on the City Bonds.

Amendments

Any provision of the City Bonds or of the City Bond Ordinance may be amended by an ordinance with the prior written consent of the Owner and the Trustee. Consent must be evidenced by an instrument executed by the Owner and the Trustee, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

No amendment will be effective until (i) the City has delivered to the Owner and the Trustee an opinion of Bond Counsel stating that the amendment is permitted by the City Bond Ordinance and the Act, complies with their respective terms, is valid and binding upon the City in accordance with its terms and does not adversely affect the exclusion of interest on the Authority Bonds from gross income for federal income tax purposes, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

* * * * *

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

State Environmental Improvement and Energy
Resources Authority
Jefferson City, Missouri

_____, _____

City of Springfield, Missouri
Springfield, Missouri

UMB Bank, N.A., as Trustee
St. Louis, Missouri

Re: \$ _____ State Environmental Improvement and Energy Resources Authority
Energy Facilities Revenue Bonds (City of Springfield, Missouri, Annual
Appropriation Biogas Recovery System Bonds), Series 2023

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the State Environmental Improvement and Energy Resources Authority (the “*Authority*”), of the above-referenced bonds (the “*Series 2023 Bonds*”). The Series 2023 Bonds have been authorized and issued under and pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), and a Bond Indenture, dated as of August 1, 2023 (the “*Indenture*”), between the Authority and UMB Bank, N.A., as trustee (the “*Trustee*”). *Capitalized terms not otherwise defined herein shall have the meanings assigned in the Indenture.*

The proceeds of the Series 2023 Bonds will be used by the Authority to purchase Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds) Series 2023 issued by to the City of Springfield, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “*City*”), pursuant to a bond ordinance (the “*City Bond Ordinance*”) adopted by the City.

Reference is made to an opinion of even date herewith of the City Attorney of the City, with respect to, among other matters, (a) the power of the City to enter into and perform its obligations under the City Bonds, the Purchase Agreement and the Tax Compliance Agreement, (b) the passage and effectiveness of the City Bond Ordinance; and (c) the due authorization, execution and delivery of the City Bonds, the City Bond Ordinance, the Purchase Agreement and the Tax Compliance Agreement by the City and the binding effect and enforceability thereof against the City.

In our capacity as Bond Counsel, we have examined a certified transcript of proceedings relating to the authorization and issuance of the Series 2023 Bonds, which transcript includes, among other documents and proceedings, the following:

- (i) the Indenture;
- (ii) the City Bond Ordinance;
- (iii) the Purchase Agreement; and
- (vi) the Tax Compliance Agreement.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Series 2023 Bonds and the authorization, execution and delivery of the Indenture, the Purchase Agreement, and the Tax Compliance Agreement.

Based upon such examination, we are of the opinion as of the date hereof, as follows:

1. The Authority is a body corporate and politic and a governmental instrumentality of the State of Missouri and has full power and authority to enter into, execute, deliver and perform the obligations under the Indenture, the Purchase Agreement and the Tax Compliance Agreement and to issue and sell the Series 2023 Bonds.
2. The Series 2023 Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Missouri, including the Act.
3. The issuance of the Series 2023 Bonds has been duly authorized by the Authority. The Series 2023 Bonds are valid and legally binding limited obligations of the Authority according to the terms thereof, payable as to principal and interest solely from, and secured by a valid and enforceable pledge and assignment of the Trust Estate, all in the manner provided in the Indenture. The Series 2023 Bonds do not constitute a debt of the State of Missouri or any other political subdivision thereof and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. The Authority has no taxing power.
4. The Indenture, the Purchase Agreement and the Tax Compliance Agreement have been duly authorized, executed and delivered by the Authority and are valid and legally binding agreements of the Authority, enforceable in accordance with the respective provisions thereof.
5. The interest on the Series 2023 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2023 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2023 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2023 Bonds. The Series 2023 Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b) of the Code.

The rights of the owners of the Series 2023 Bonds and the enforceability of the Series 2023 Bonds, the Indenture, the Tax Compliance Agreement and the Purchase Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter created and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Series 2023 Bonds, except as otherwise expressly stated. Further, we express no opinion regarding the tax consequences arising with respect to the Series 2023 Bonds other than as expressly set forth in this opinion.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

APPENDIX E
FORM OF CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of August 1, 2023 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **UMB BANK, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the State Environmental Improvement and Energy Resources Authority (the “**Authority**”) of \$_____ **Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project) Series 2023** (the “**Bonds**”), pursuant to Bond Indenture dated as of August 1, 2023, between the Authority and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2023, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

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

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has

not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).

- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10 Business Days** after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

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

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is UMB BANK, N.A.

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

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

feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

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

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

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

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

To the City:	City of Springfield, Missouri 840 Boonville Avenue P.O. Box 8368 Springfield, Missouri 65801 Attention: Director of Finance Telephone: (417) 864-1625 Fax: (417) 864-1880
To the Dissemination Agent:	UMB Bank, N.A. 2405 Grand Boulevard, Suite 840 Kansas City, Missouri 64108 Attention: Corporate Trust Department Telephone: (816) 932-7302 Fax: (816) 932-7315

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

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

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

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

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

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

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

UMB BANK, N.A., as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

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

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

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

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: State Environmental Improvement and Energy Resources Authority

Name of Bond Issue: \$_____ Energy Facilities Revenue Bonds (City of Springfield, Missouri Biogas Recovery System Project) Series 2023 (the “Bonds”)

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

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of August 1, 2023, between the City and UMB Bank, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____

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

cc: City of Springfield, Missouri

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

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GENERAL AND ECONOMIC INFORMATION CONCERNING THE CITY

Location and Size

The City contains approximately 83.7 square miles of land and is located in Greene County in the southwest portion of the State of Missouri (shown in map at right). The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and approximately 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U.S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.



Population

The following table shows the City’s population since the census of 1920.

City of Springfield Population

<u>Year</u>	<u>Population</u>	<u>% Change</u>	<u>Year</u>	<u>Population</u>	<u>% Change</u>
1920	39,631	+12.6	1980	133,116	+10.8
1930	57,527	+45.2	1990	140,494	+5.5
1940	61,238	+6.5	2000	151,580	+7.9
1950	66,731	+9.0	2010	159,498	+5.2
1960	95,867	+43.7	2020	169,176	+6.1
1970	120,096	+25.3	2021*	169,724	+3.2

*Estimate as of July 1, 2021

Source: U.S. Census Bureau, Population Division

Springfield MSA Population

	<u>2000 Population</u>	<u>2010 Population</u>	<u>2000-2010 % Change</u>	<u>2020 Population</u>	<u>2010-2020 % Change</u>	<u>2022 Population*</u>	<u>2020-2022 % Change*</u>
Greene County	240,391	275,174	+14.5%	298,915	+8.6%	303,293	+1.5%
Christian County	54,285	77,422	+42.6	88,842	+14.8	93,114	+4.8
Webster County	31,045	36,202	+16.6	39,085	+8.0	40,335	+3.2
Dallas County	15,661	16,777	+7.1	17,071	+1.8	17,626	+3.3
Polk County	<u>26,992</u>	<u>31,137</u>	+15.4	<u>31,519</u>	+1.2	<u>32,693</u>	+3.7
Total	368,374	436,712	+18.6	475,432	+8.9	487,061	+2.4

*Estimate as of July 1, 2022

Source: U.S. Census Bureau, Population Division

Government and Organization

The City was incorporated on February 18, 1838, under the laws of the State. The current Charter was adopted by its citizens on March 17, 1953, in accordance with Article VI, Section 19 of the Missouri Constitution. The City operates under a Council-Manager form of municipal government. The City Council consists of eight elected members and an elected Mayor. The Mayor of the City is elected at-large for a term of two years and cannot serve more than four consecutive terms. There are four zone council members and four general council members, all of whom are elected to four-year terms. Every two years, on the municipal election day, two zone council members and two general council members must stand for re-election. A

councilmember is required to be a qualified voter of the City and a resident thereof for two years immediately prior to his or her election.

As the legislative body, the City Council is responsible for enacting all ordinances, resolutions and regulations governing the City and appointing the members of various boards created under the Charter.

The administrative operations of the City are under the direct control of a City Manager, appointed by the City Council, who is responsible for enforcement of the laws and ordinances of the City and the supervision of all offices and departments created by the City Council.

Municipal Services and Utilities

The City provides a full range of services usually associated with municipalities, including police and fire protection, an emergency communication center, public works and environmental services, public health services, parks and other recreational facilities, an art museum, and general administrative services. The City also operates and maintains the Springfield-Branson National Airport, sanitary sewerage and solid waste disposal systems, and municipal golf courses and has budgetary oversight over City Utilities, which operates the electric, natural gas, water, transportation and telecommunications/broadband services.

Transportation and Communication Facilities

The Springfield-Branson National Airport (the “*Airport*”) provides service with four airlines offering 12 non-stop destinations and approximately 25 daily flights depending on the season. The airlines represented are American Airlines, Delta, United and Allegiant. The Airport is located on approximately 2,750 acres at the northwest edge of the City with a 7,003 foot runway and an 8,000 foot runway and has a 275,000 square foot terminal. The Airport has general aviation and cargo services which include FedEx and United Parcel Service, as well as a U.S. Customs Office and a foreign trade zone.

The Burlington Northern Santa Fe Railway has two switch yards in the City and the Missouri and Northern Arkansas Railroad operates several miles of industrial track within the City. Regular motor carrier service is provided daily. More than 40 trucking terminals are located in Springfield, representing the major national carriers including, but not limited to, Prime Trucking, Transland, Trailiner, and YRC, Inc. Local telephone service is provided by AT&T and many other companies. Springfield is the location of and is served by approximately eight television broadcast stations, a public television station, and approximately 16 commercial broadcast radio stations and a public radio station.

Educational Institutions and Facilities

The Springfield R-12 School District is the City’s public school system with the highest state classification (“accredited”). The District operates 52 schools (38 elementary schools, nine middle schools and five high schools). Springfield also has several private schools. Missouri State University is located in Springfield, as are Ozarks Technical Community College, Drury University, Baptist Bible College, Evangel University, Cox College, Mercy College of Nursing and Health Sciences at Southwest Baptist University, Columbia College, Midwest Technical Institute, and Bryan University.

Medical and Health Facilities

Three hospitals are located within the City: Mercy Hospital and Cox Medical Centers North and South. There are also six specialized hospitals located within the City: Lakeland Behavioral Health System, Cox Meyer Orthopedic and Rehabilitation Hospital, Mercy Rehabilitation Hospital, Mercy Orthopedic Hospital, Select Specialty Hospital and Perimeter Behavioral Hospital. These nine facilities collectively provide approximately 2,033 patient beds. The City is also home to the U.S. Medical Center for Federal Prisoners.

Recreational and Cultural Facilities

Springfield offers a variety of cultural activities, including the Springfield Symphony Orchestra, the Ozarks Lyric Opera, the Springfield Little Theatre, the Springfield Ballet, the Springfield Art Museum, the Juanita K. Hammons Hall for the Performing Arts, the Gillioz Theatre for Arts and Entertainment, the Jim D. Morris Center, the Springfield Mid-America Singers, Community Music School of Springfield, the Springfield Regional Arts Council, the Visual Artist Alliance of Springfield, Hammons Field - home of the AA Springfield Cardinals, Wonders of Wildlife National Museum & Aquarium and numerous events sponsored by Missouri State University and area colleges and universities. Springfield is also within easy access of Branson, Missouri, which has many music theaters, shows and events.

Commerce, Industry and Employment

The City has developed into a diversified industrial, educational and service center. The City has a diversified economy with no single dominant industry.

Listed below are the major employers located within the Springfield MSA:

Top Springfield MSA Employers

<u>Employer</u>	<u>Type of Business</u>	<u>Employees</u>
Cox Health Systems	Health Care	12,164
Mercy Health Systems	Health Care	8,202
Wal-Mart Stores & Sam's Club	Retail	5,381
Springfield Public Schools	Education	3,694
Bass Pro Shops/Tracker Marine	Retail/Manufacturing	3,127
State of Missouri	Government	3,018
United States Government	Government	2,919
Missouri State University	Education	2,760
O'Reilly Auto Parts	Retail	2,307
City of Springfield	Government	2,028
Citizens Memorial Health Care	Health Care	2,025
Jack Henry & Associates	Business Services	1,853

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

The following table shows employment data for the Springfield MSA for the last five years:

Springfield MSA Employment Data

<u>Average for Year</u>	<u>Total Labor Force</u>	<u>Employed</u>	<u>Unemployed</u>	<u>Unemployment Rate</u>
2019	234,466	228,113	6,353	2.7%
2020	233,764	221,574	12,190	5.2
2021	237,892	229,763	8,129	3.4
2022	243,524	238,958	4,566	1.9
2023*	246,502	240,702	5,800	2.4

*Through March, 2023

Source: MERIC (Missouri Economic Research and Information Center)

Personal Income

The following table shows per capita personal income data for the Springfield MSA:

Springfield MSA Per Capita Personal Income

<u>Year</u>	<u>Value</u>	<u>% change from prior year</u>
2017	37,502	6.8
2018	38,968	3.9
2019	35,674	-8.5
2020	42,605	19.4
2021	37,502	-11.9

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Building Permits

The following table shows the number of building permits and total valuation of these permits issued within the City over the five fiscal years 2017 through 2022. These numbers reflect permits issued either for new construction or for major renovation.

<u>Fiscal Year</u>	<u>Springfield Building Permits</u>		<u>Value of Permits</u>		<u>Total Value</u>
	<u>Number of Permits*</u>				
	<u>Residential</u>	<u>Nonresidential</u>	<u>Residential</u>	<u>Nonresidential</u>	
2017-18	125	117	\$22,724,570	\$75,632,502	\$98,357,072
2018-19	399	395	20,223,211	257,409,741	277,632,952
2019-20	552	503	16,649,601	161,946,107	178,595,708
2020-21	591	485	26,391,680	220,530,451	246,922,131
2021-22	619	569	72,330,023	37,567,014	109,897,037

Source: City Building Development Services

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* The data presented in fiscal year 2017-18 were categorized by project in the City's old tracking system. In subsequent years, the City's system tracks the number of individual permits.

DEBT STRUCTURE OF THE CITY

Financial Overview

The following table summarizes certain financial information concerning the City, as of June 30, 2022, unless otherwise noted herein. This information should be reviewed in conjunction with the information contained in this section and the excerpts of financial statements of the City in **Appendix B**.

2022 Assessed Valuation ¹	\$726,426,146
2022 Estimated Actual Valuation ²	\$13,999,137,393
Outstanding General Obligation Bonds (“ <i>Direct Debt</i> ”)	\$4,550,000
Lease and Other Special Obligations ³	\$55,415,091
Total Direct, Lease and Other Special Obligations (“ <i>City Obligations</i> ”)	\$59,965,091
Population (2021 estimate)	169,724
Per Capita City Obligations	\$353.31
Ratio of Direct Debt to Assessed Valuation	0.63%
Ratio of Direct Debt to Estimated Actual Valuation	0.03%
Ratio of City Obligations to Assessed Valuation	8.25%
Ratio of City Obligations to Estimated Actual Valuation	0.43%
Overlapping & Underlying General Obligations (“ <i>Indirect Debt</i> ”) ⁴	\$408,058,000
Total City Obligations and Indirect Debt	\$468,023,091
Per Capita City Obligations and Indirect Debt	\$2,757.55
Ratio of City Obligations and Indirect Debt to Assessed Valuation	14.70%
Ratio of City Obligations and Indirect Debt to Estimated Valuation	3.34%

¹ Assessed valuation provided by the County Clerk as of August 4, 2022. See “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

² Estimated actual valuation is calculated by dividing different classes of property by the corresponding assessment ratio. For details of these different classes and ratios, see “**PROPERTY TAX INFORMATION CONCERNING THE CITY.**”

³ See “**DEBT STRUCTURE OF THE CITY – Lease and Other Special Obligations of the City.**” Does not include the Bonds or other Enterprise Revenue Fund Obligations described under “**DEBT STRUCTURE OF THE CITY - Enterprise Fund Revenue Obligations of the City.**”

⁴ See “**DEBT STRUCTURE OF THE CITY – Overlapping or Underlying Indebtedness.**”

Authority to Incur Debt

General City Purposes. Under Article VI, Sections 26(b) and 26(c) of the Constitution of Missouri, the City may incur general obligation indebtedness for any authorized City purposes in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. Under Article VI, Section 26(d), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of acquiring rights-of-way, constructing, extending and improving streets and avenues, and sanitary or storm sewer systems. Under Article VI, Section 26(e), the City may incur additional indebtedness in an amount not to exceed 10% of assessed valuation for the purpose of purchasing or constructing waterworks, electric or other light plants to be owned exclusively by the City. However, the maximum total general obligation indebtedness the City may incur under all four sections may not exceed 20% of the assessed valuation of taxable tangible property in the City. The City may only incur such indebtedness upon the approval of four-sevenths of the qualified voters in the City voting on the proposition at any municipal, primary or general election or two-thirds voter approval on any other election date.

The legal debt limitation and debt margin (as of August, 2021) of the City are as follows:

Legal Debt Limitation and Debt Margin

Constitutional Debt Limitation under Article VI, Sections 26(b) through (e) (20% of 2022 assessed valuation)	\$651,771,600
General Obligation Bonds Outstanding	<u>(4,550,000)</u>
Net Remaining Debt Limitation	\$647,221,600

Industrial Facilities Purposes. The City is also authorized under Article VI, Section 23(a) to incur general obligation indebtedness for purchasing, constructing, extending or improving certain industrial facilities in an amount not to exceed 10% of the assessed valuation of taxable tangible property in the City. This 10% limitation is in addition to the 20% limitation applicable for the purposes described above. The City may only incur such indebtedness upon the approval of two-thirds of the qualified voters in the City voting on the proposition. The City has not issued any bonds under the authority of Article VI, Section 23(a).

Current General Obligation Indebtedness

The following table sets forth all of the outstanding general obligation indebtedness of the City as of June 30, 2022:

<u>Issue</u>	<u>Amount Outstanding</u>
General Obligation Sewer Improvement, Series 2010	\$780,000
General Obligation Sewer Improvement/Refunding, Series 2014B	1,655,000
General Obligation, Series 2017F	2,025,000
Lone Pine Neighborhood Improvement District, Series 2003	<u>90,000</u>
Total	\$4,550,000

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

The City has never defaulted on the payment of any of its debt obligations.

Overlapping or Underlying Indebtedness

The following table sets forth overlapping and underlying general obligation bonds or special finance purchase obligations of political subdivisions with boundaries overlapping the City or lying within the City as of June 30, 2022, and the estimated percent attributable to the City, based on information furnished by the jurisdictions responsible for the debt. The City has not independently verified the accuracy or completeness of that information. Furthermore, political subdivisions may have ongoing programs requiring the issuance of substantial additional bonds, the amounts of which cannot be determined at this time.

<u>Jurisdiction</u>	<u>Obligations Outstanding</u>	<u>Percent Attributable to the City</u>	<u>Amount Attributable to the City</u>
Springfield R-12 School District	\$369,194,000	82.91%	\$306,099,000
Ozarks Technical Community College	50,530,000	38.05	19,227,000
Greene County	141,422,000	58.50	82,732,000
Greene County Library District	--	58.50	--
Total	<u>\$561,146,000</u>		<u>\$408,058,000</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Enterprise Fund Revenue Obligations of the City

The following table sets forth all of the outstanding revenue obligations of the City as of June 30, 2022, not including the City Utilities component unit:

<u>City Revenue Bonds:</u>	<u>Amount Outstanding</u>
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2002B	\$3,925,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2005A	2,560,000
State of Missouri State Revolving Fund Program, Sewer Control EIERA Series 2007A	3,090,000
Special Obligation Bonds - State of Missouri Direct Loan Program, Series 2010	6,277,700
Special Obligation Bonds Series 2015 Sewer System Improvement Project	32,125,000
Special Obligation Bonds - State of Missouri Direct Loan Program, Series 2021	5,686,245
Special Obligation Refunding Bonds Series 2017A (Non-AMT), Series 2017B (AMT)	48,160,000
Taxable Special Obligation Refunding Bonds Series 2018A	2,785,000
Special Obligation Improvement Bonds Series 2020A (AMT) (Airport Hanger Facility)	11,560,000
Special Obligation Refunding Bonds Series 2022	14,290,000
Total City Revenue Bonds	<u>\$130,458,945</u>

<u>City Notes:</u>	<u>Amount Outstanding</u>
Total City Notes	<u>\$0</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Financed Purchase Obligations

The City has entered into several financed purchase agreements through December 9, 2026, to purchase equipment and vehicles throughout the City with interest rates ranging from 1.69% thru 3.405%. The net book value of capital assets under finance purchase obligations was \$909,261 at June 30, 2022. The future minimum finance purchase obligations and net present value of the minimum finance purchase payments as of June 30, 2022, were as follows:

<u>Year ending June 30:</u>	<u>Governmental Activities</u>
2023	\$479,391
2024	341,861
2025	260,755
2026	144,488
2027	<u>62,278</u>
Total minimum finance purchase payments	1,288,773
Less amounts representing interest	<u>(61,441)</u>
Present value of minimum finance purchase payments	<u>\$1,227,332</u>

The City entered into a financed purchase agreement through May 1, 2027, to purchase a fire truck and wheel loader for the City's airport with an interest rate of 3.24%. The equipment had not been purchased as of June 30, 2022. The future minimum finance purchase obligations and net present value of the minimum finance purchase payments as of June 30, 2022, were as follows:

<u>Year ending June 30:</u>	<u>National Airport Fund</u>
2023	\$394,159
2024	394,159
2025	394,159
2026	394,159
2027	<u>\$ 395,159</u>
Total minimum finance purchase payments	1,971,795
Less amounts representing interest	<u>(156,795)</u>
Present value of minimum finance purchase payments	<u>\$1,815,000</u>

The City entered into financed purchase agreements through December 9, 2026, to purchase equipment for the City's golf courses with interest rates ranging from 1.6% to 3.225%. The net book value of capital assets under finance purchase obligations was \$135,258 at June 30, 2022. The future minimum financed purchase obligations and net present value of the minimum financed purchase payments as of June 30, 2022, were as follows:

<u>Year ending June 30:</u>	<u>Nonmajor Enterprise Fund</u>
2023	\$79,566
2024	32,041
2025	26,695
2026	26,695
2027	<u>13,348</u>
Total minimum financed purchase payments	178,345
Less amounts representing interest	<u>(8,328)</u>
Present value of financed purchase payments	<u>\$170,017</u>

Section 108 Loan Guarantee Assistance Program

During 2005, the City entered into a contract with the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance totaling \$8.1 million. Since that time, the following loans have been issued for the following projects:

- \$2.4 million to 319 N. Main, LLC
- \$3 million to College Station
- \$1.6 million for small business loan pool
- \$1.1 million for Brick City, LP, Nanotechnology Partners, LLC and 28 Properties, LLC

	<u>Principal</u>	<u>Interest</u>
2023	\$593,000	\$53,548
2024	626,000	38,736
2025	632,000	23,681
2026	504,000	12,657
2027	<u>519,000</u>	<u>5,190</u>
	<u>\$2,874,000</u>	<u>\$133,812</u>

City Utilities Component Unit

The following is a summary of the long-term obligations outstanding for the City Utilities component unit as of September 30, 2021:

<u>City Utilities Revenue Obligations:</u>	<u>Amount Outstanding</u>
Board of Public Utilities, 6/2012 Lease Financing Agreement, due 12/1/2021	\$ 6,960,000
Board of Public Utilities, 10/2014 Lease Financing Agreement, due 9/1/2029	22,870,000
Public Utility Refunding Revenue Bonds, Series 2015, due 8/1/2036	429,120,000
Board of Public Utilities, 10/2015 Lease Financing Agreement, due 12/1/2021	350,000
Board of Public Utilities, 11/2019 Lease Financing Agreement, due 5/1/2023	90,000
Total City Utilities Revenue Obligations	549,300,000
Less current maturities	(30,610)
Total City Utilities	<u>\$518,690,000</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Lease and Other Special Obligations of the City

The following table shows other financial obligations of the City as of June 30, 2022, payable either from current revenues of the City subject to appropriation on an annual basis by the City Council or from certain other limited sources of repayment:

<u>Obligation:</u>	<u>Amount Outstanding</u>
Public Building Corporation Leasehold Revenue Bonds Series 2000A (Jordan Valley Park)	\$3,581,317
Public Building Corporation Taxable Variable Rate Demand Revenue Bonds Series 2003 Recreation Ice	3,115,000
LCRA, Series 2004 SBDL Variable Rate Taxable Revenue Bonds	90,000
Special Obligation Refunding and Improvement Bonds Series 2011A and 2011B	1,355,000
Special Obligation Refunding Bonds Series 2014A	3,275,000
Special Obligation Refunding Bonds Series 2016A and 2016B	12,740,000
Special Obligation Refunding Bonds Series 2017C	1,685,000
Special Obligation Refunding Bonds Series 2017D (College Station Garage)	3,840,000
Special Obligation Refunding Bonds Series 2017E (Heers Garage)	2,535,000
Special Obligation Improvement Bonds Series 2020	15,040,000
Special Obligation Improvement Bonds Series 2021 (Fieldhouse Facility)	4,320,000
Taxable Special Obligation Refunding Bonds Series 2021A	2,375,000
Capital Lease Purchase, 2018 - Parks Equipment	93,900
Capital Lease Purchase, 2019 - Parks Equipment	146,336
Capital Lease Purchase, 2020 - Parks Equipment	269,580
Capital Lease Purchase, 2021 - Information Systems Equipment	248,203
Capital Lease Purchase, 2022 - Information Systems Equipment	108,051
Capital Lease Purchase, 2022 - Parks Equipment	597,704
Total	<u>\$55,415,091</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

FINANCIAL INFORMATION CONCERNING THE CITY

Accounting

The City's budget is a plan for financing the programs of the City and is perhaps the most valuable document assisting the Mayor, City Council and the City Manager in guiding the growth of the City. The

budget is the City Council's vehicle for describing the scope of services to be performed and capital improvements to be made during a given period of time. Because of the manner in which revenue estimates and appropriations are set up in the accounting records, the budget also provides a basis for control over municipal operations throughout the entire year. The City has developed and uses a program performance budget.

The budget process has four stages:

- **Budget Preparation:** Departments are required to prepare their program budget requests for the upcoming fiscal year on forms supplied by the Director of Finance. The amounts requested must be justified in terms of the results to be achieved.
- **Budget and Program Review:** The Director of Finance reviews all departments' program budget requests and makes recommendations to the City Manager. The City Manager and the Director of Finance confer with departmental officials to review all budget requests and determine appropriate budget levels, after which the City Manager makes the final budget decisions and submits his recommendation to the Mayor and the City Council by April 30.
- **Consideration and Adoption:** Sixty days prior to the City's fiscal year end, the City Manager's recommended budget is given to the Mayor and City Council for their review. They may make changes during this 60-day period and adopt the budget in accordance with provisions of the Charter.
- **Execution of the Budget Plan:** The actual implementation of the budget, as adopted by the Mayor and City Council, is effective July 1 of the fiscal year.

The City's Charter prescribes a mechanism for balancing the budget and limits the expenditures in the budget to available revenues each year.

Basis of Accounting

The basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The City uses fund accounting to ensure compliance with finance-related legal requirements. Funds are divided into three categories-governmental, proprietary and fiduciary.

Governmental funds are used to report functions of the City principally supported by taxes and intergovernmental revenues, including general government, public works, public safety, parks and recreation, public health, and planning and development. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

The City uses two types of proprietary funds. Enterprise funds are used to report functions that are intended to recover all or a significant portion of the City's costs through user fees and charges, including the airport, sanitary sewerage system, refuse disposal and golf. Internal service funds are used to accumulate and allocate costs internally among the City's various functions, including the City's service center, print shop and self-insurance (health and workers' compensation insurance) activities.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government, which are not available to support the City's own programs, including pension trust funds held in trust for pension benefits.

The governmental funds are accounted for using the modified accrual basis of accounting. Revenues are recognized when they become measurable and available as net current assets. Such revenue items are principally property and sales taxes, interest, intergovernmental revenues and special assessments. Expenditures are recorded when the liability is incurred, except for interest on long term debt, which is recorded when due. The governmental funds' measurement focus is on the determination of financial position and flow of financial resources rather than on a net income determination.

The proprietary funds and pension trust funds utilize the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the receipt or payment of cash. The measurement focus is on the determination of net income, financial position and cash flows. The assets and liabilities of agency funds are measured on the modified accrual basis of accounting. Agency funds are purely custodial and, thus, do not include measurement of results of operations.

For purposes of the City's financial statements, the financial reporting entity consists of the primary government (*i.e.*, the City) and its component units, for which the City is considered financially accountable.

Blended Component Units - The following legally separate entities are component units that are, in substance, a part of the City's general operations. These component units provide services entirely, or almost entirely, to the primary government or provide services that exclusively, or almost exclusively, benefit the primary government. Data from these units is combined with data of the primary government for financial reporting purposes.

The Public Building Corporation of the City of Springfield, Missouri ("PBC"), a not-for-profit corporation established to promote, acquire, develop, construct and own facilities within the City, which are approved by the City Council for the purpose of promoting the economic, social, industrial, cultural and commercial growth and for the general benefit of the City and its residents. Although legally separate from the City, the PBC is reported as if it were part of the primary government, because its sole purpose is to finance the construction of various capital projects within the City. No separate financial statements are prepared for the PBC.

The Springfield Center City Development Corporation ("SCCDC"), a not-for-profit corporation established to consider the feasibility and finance the costs of certain improvements to be located in the center city area which will promote the public welfare by improving and enhancing the ability of the City to provide for the health, safety and welfare of its citizens and quality recreational services to the citizens and visitors of the City. Although legally separate from the City, the SCCDC is reported as if it were part of the primary government, because its sole purpose is to finance the construction of various improvements located in the center city area. No separate financial statements are prepared for the SCCDC.

The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri ("LCRA"), a public corporation established to provide incentives to encourage investment and issue bonds to finance redevelopment and blight remediation. Although legally separate from the City, the LCRA is reported as if it were part of the primary government, because its sole purpose is to incentivize improvements within the designated blighted/redevelopment areas of the City as defined by state law. No separate financial statements are prepared for the LCRA.

Discretely Presented Component Unit - The below mentioned discretely presented component unit is reflected separately in the financial statements to emphasize that it is legally separate from the City.

City Utilities of Springfield, Missouri ("City Utilities") is a legally separate municipally owned utility controlled by the Board of Public Utilities, which is appointed by the City Council in accordance with the City's Charter.

The financial statements of the governmental activities, the business-type activities, the blended component unit and the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as and for the fiscal year ended June 30, 2022, which collectively comprise the City's basic financial statements, were audited by RSM US LLP, Kansas City, Missouri, a firm of independent certified public accountants, in accordance with generally accepted auditing standards. Copies of the audit reports for the past three years are on file in the City Clerk's office and are available for review on the City's website at <https://www.springfieldmo.gov/data>.

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Governmental Funds Summary

The following Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances of the City was prepared from the audited financial statements of the City. The statement set forth below should be read in conjunction with the financial statements and accompanying notes set forth in **Appendix B** of this Official Statement and the financial statements on file with the City.

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Revenues:					
Taxes:					
Property	\$23,360,612	\$24,044,174	\$24,828,688	\$25,325,246	\$25,667,711
Sales	130,985,291	134,114,371	135,346,511	147,723,659	171,193,277
Franchise	5,310,829	5,874,574	4,894,046	4,439,452	4,474,321
Room	5,612,242	5,788,246	4,457,787	4,707,434	6,587,151
Licenses and permits	5,880,871	5,761,503	5,902,834	6,474,354	7,127,642
Intergovernmental	22,065,091	20,822,275	20,584,496	30,603,467	27,044,805
Charges for services	12,771,861	11,685,721	11,406,978	11,873,217	14,001,913
Fines and forfeitures	976,631	1,011,491	945,426	952,458	1,016,634
Special assessments	990,019	1,128,661	755,609	711,150	659,394
Investment income (loss)	708,040	3,707,490	3,065,141	171,224	(3,685,370)
Payments in lieu of taxes	15,346,219	15,204,078	14,624,793	16,714,053	17,384,658
Other	8,207,721	10,067,378	5,158,462	5,275,183	6,445,663
Total Revenues	<u>232,215,427</u>	<u>239,209,962</u>	<u>231,970,771</u>	<u>254,970,897</u>	<u>277,917,769</u>
Expenditures:					
Current:					
Public works	19,487,147	23,743,101	21,532,074	21,223,958	22,780,308
Public safety	97,130,394	102,301,773	105,774,999	107,244,584	115,930,919
Parks and recreation	29,909,353	30,454,010	29,191,196	29,810,590	33,654,887
Planning and development	3,697,214	4,043,017	4,982,686	5,934,725	4,795,913
Public health	9,142,419	9,230,468	9,819,972	15,864,438	16,989,621
General government	26,686,475	28,444,499	26,592,376	26,530,596	25,408,485
Debt service:					
Principal	25,766,914	15,559,503	9,272,939	9,827,896	11,806,667
Financed purchase and bond issuance costs	220,287	5,752	277,472	0	173,326
Interest and other charges	3,793,128	3,303,880	2,431,129	2,897,167	3,954,591
Payments on lease agreements	-	-	-	-	1,118,946
Capital outlay:	20,566,112	18,493,697	20,159,393	21,789,158	40,422,883
Total expenditures	<u>236,399,443</u>	<u>235,579,700</u>	<u>230,034,236</u>	<u>241,123,112</u>	<u>277,036,546</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(4,184,016)</u>	<u>3,630,262</u>	<u>1,936,535</u>	<u>13,847,785</u>	<u>881,223</u>
Other financing sources (uses):					
Bond premium (discount)	580,006	0	2,411,359	0	777,849
Issuance of Debt	2,430,000	0	16,360,000	0	4,320,000
Initiation of financed purchase	-	-	-	-	581,192
Issuance of refunding bonds	10,195,000	0	0	0	2,675,000
Capital lease proceeds	396,690	452,752	517,250	373,817	-
Transfers in	14,160,134	13,937,839	20,486,723	24,495,565	30,342,032
Transfers out	(12,586,469)	(12,484,469)	(17,437,082)	(22,475,078)	(27,713,370)
Total other financing sources (uses)	<u>15,175,361</u>	<u>1,906,122</u>	<u>22,338,250</u>	<u>2,394,304</u>	<u>10,982,703</u>
Net changes in fund balances	<u>10,991,345</u>	<u>5,536,384</u>	<u>24,274,785</u>	<u>16,242,089</u>	<u>11,863,926</u>
Fund balances – beginning	<u>165,901,869</u>	<u>176,893,214</u>	<u>182,429,598</u>	<u>206,704,383</u>	<u>222,946,472</u>
Fund balances – ending	<u>\$176,893,214</u>	<u>\$182,429,598</u>	<u>\$206,704,383</u>	<u>\$222,946,472</u>	<u>\$234,810,398</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Sources of Revenue

The City finances its operations through the local property tax levy, sales tax, licenses and permits, intergovernmental revenues, charges for services, fines and forfeitures, payments in lieu of taxes and

miscellaneous sources. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations. The City's sales tax then became the largest single revenue source to support general government operations. Debt service on general obligation bonds is financed solely through local property taxes or special assessments. For the 2022 fiscal year, the City's sources of revenue for all governmental funds were as follows:

<u>Source</u>	<u>Amount</u>	<u>%</u>
Property taxes	\$ 25,667,711	9.2%
Sales taxes	171,193,277	61.6%
Franchise taxes	4,474,321	1.6%
Room taxes	6,587,151	2.4%
Licenses and permits	7,127,642	2.6%
Intergovernmental	27,044,805	9.7%
Charges for services	14,001,913	5.0%
Fines and forfeiture	1,016,634	0.4%
Special assessments	659,394	0.2%
Investment income (loss)	(3,685,370)	-1.3%
Payments in lieu of taxes	17,384,658	6.3%
Miscellaneous	<u>6,445,663</u>	<u>2.3%</u>
Total Revenue	\$277,917,769	100.0%

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Tax Limitation Provisions

An amendment to the Missouri Constitution, popularly known as the Hancock Amendment, approved in 1980 places limitations on total state revenues and the levying or increasing of taxes without voter approval. The Missouri Supreme Court has interpreted the definition of "total state revenues" to exclude voter-approved tax increases. The Hancock Amendment also includes provisions for rolling back tax rates. If the assessed valuation of property, excluding the value of new construction and improvements, increases by a larger percentage than the increase in the Consumer Price Index from the previous year (or 5%, if greater), the maximum authorized current levy must be reduced to yield the same gross revenue from existing property, adjusted for changes in the Consumer Price Index, as could have been collected at the existing authorized levy on the prior assessed value. This reduction is often referred to as a "Hancock rollback." The limitation on local governmental units does not apply to taxes imposed for the payment of principal and interest on general obligation bonds.

Risk Management

The City's risk management program, established in 1987, consists of a combination of self-insured and insured components. The City maintains coverage general liability, public officials' liability, law enforcement legal liability, cyber insurance and property insurance. Self-insured components include workers' compensation and health insurance. The City has reinsurance in place to protect against large claims in these self-insured areas. Loss control efforts consist of various in-house programs directed at such high risk-type activities as workers' compensation claims and automobile liability insurance. These measures are supported by a Loss Control Committee, consisting of members of the five major operating departments. Claims administration is currently handled by third-party administrators and in-house personnel.

Employee Relations

The City has nearly 2,189 full-time equivalent employees, of which approximately 29% are represented by unions. These unions include the Springfield Police Officers' Association (SPOA), the International Association of Fire Fighters (IAFF) and the International Brotherhood of Electrical Workers (IBEW). Missouri law requires the public employer to bargain in good faith with the intention of reaching an

agreement. The law contemplates that both parties will approach the negotiations with an open mind and will make a reasonable effort to reach an agreement.

Employee relations to this point have been very stable with no major disruptions to City services. Future relations are hard to predict, but all unions have, in the judgment of the City, bargained in good faith in the past. The City's employment level has remained stable over the past few years with no major increases or decreases in personnel.

Employee Retirement Systems and Plans

The City maintains the Pension Trust Fund, which covers substantially all employees of the City's police and fire departments that were hired on or before June 1, 2006. Employees of the City's police and fire departments hired after June 1, 2006, participate in the Missouri Local Government Employees Retirement System (LAGERS), a statewide local government retirement system. LAGERS covers substantially all of the City's employees (not covered under the Pension Trust Fund) and the employees of the City Utilities component unit.

Below is a summary of the amounts reported by the primary government of the City:

	<u>LAGERS</u>	<u>Police & Firefighters</u>	<u>Total</u>
Net pension liability	\$ -	\$130,872,761	\$130,872,761
Net pension asset	34,352,908	-	34,352,908
Deferred outflows of resources	19,592,377	51,894,936	71,487,313
Deferred inflows of resources	(17,890,513)	-	(17,890,513)
Pension expense	2,110,283	67,033,760	69,144,043

Plan information is as follows. Unless otherwise described, amounts relate to the primary government of the City and exclude the discretely presented component unit.

Police Officers' and Fire Fighters' Retirement System (Plan)

General Information about the Plan

Plan Description - The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "*Plan*"), is a single-employer, defined benefit pension plan. Prior to closing the Plan to new entrants on January 31, 2010, the City's police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in LAGERS. These former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the "*Trustees*"). The Trustees consists of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act of 1974*. Sections 2-441 through 2-483 of the Springfield, Missouri Code of Ordinances should be referred to for complete details of the Plan. Members should also refer to the pamphlet, *City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary*, for a more complete description of the Plan's provisions.

A separate publicly available financial report is issued that includes financial statements and required supplementary information. The financial report may be obtained by writing to the City of Springfield,

Finance Department, P.O. Box 8368, Springfield, Missouri 65801-8368 or by calling (417) 864-1625. An Actuarial Valuation as of June 30, 2022, for the Police Officers and Fire Fighters' Retirement Fund is included in **Appendix B**.

Retirement Benefits - Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

Disability Benefits - Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member's average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member's salary in effect at the date of the disability, with an offset for any amounts payable under worker's compensation.

Survivor Benefits - A pension equal to 50% of the member's average salary in effect at the date of death is payable to the surviving spouse if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member's salary, with an offset for any amounts payable under workers' compensation. Survivor's pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member's salary to a surviving spouse and children for a nonduty death.

Termination - A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand and without interest his contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member's normal retirement date.

Annual Adjustments - Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does not begin until the calendar year of the employee's 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

Members Covered by Benefit Terms - Membership in the Plan as of June 30, 2022, is comprised of the following:

	<u>Police Officers</u>	<u>Firefighters</u>	<u>Total</u>
Retirees and beneficiaries currently receiving benefits	334	307	641
Terminated vested members	13	1	14
Fully vested active members	<u>78</u>	<u>61</u>	<u>139</u>
Total	425	369	794

Contributions - The City's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police members entering the Plan prior to June 1, 2006, were required to contribute 20.00% of their annual salary to the Plan for the year ended June 30, 2022. The member contribution rate is comprised of the required 8.50% rate and 11.50% for the additional funding contribution. Fire members entering the Plan prior to June 1, 2006, were required to contribute a flat 8.50% rate plus an additional funding contribution of 6.63% for a total contribution rate to the Plan of 15.13% of their annual salary for the year ended June 30, 2022. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the year ended June 30, 2022, the City's contribution rate to the Plan was 35% of member salaries.

During the year ended June 30, 2022, contributions totaling \$50,798,619 were made to the Plan. In 2022, the employer's actual contributions of \$5,375,347 and \$42,813,789 in public safety sales tax revenue met the annual required employer's contributions of \$15,663,555 as determined by the Plan's actuary. For the year ended June 30, 2022, employer contributions represented 42.0% and employee contributions represented 20.4% of covered payroll.

The amount of contributions relating to the public safety sales tax due from the City at June 30, 2022, was \$7,631,591. The public safety sales tax earned in May and June 2022 was \$3,615,730 and \$4,015,861, respectively. The Plan received these contributions subsequent to June 30, 2022.

The reimposition of the $\frac{3}{4}$ cent sales tax was approved by City voters on November 15, 2019, after two consecutive 5-year periods of collection. The tax will be in place for an additional 5 years, or whenever the Plan is fully funded, whichever occurs first. The City intends to regularly evaluate whether the tax would need to be renewed for an additional five-year period.

Net Pension Liability

The City's net pension liability was measured at June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of the date.

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Actuarial Methods and Assumptions - The total pension liability was determined by an actuarial valuation prepared as of June 30, 2022, using the following actuarial assumptions applied to the period included in the measurement:

Actuarial cost method	Entry age normal costs	
Inflation	2.3%	
Salary increases	Range from 7% at hire to 2.5% at 13 years of service	
Net investment rate of return	6.0%	
Cost of living adjustment	3.0%	
Retirement age		Percentage retiring in the next year
	<u>Age</u>	
	45-50	35%
	51-54	25%
	55-59	50%
	60+	100%
Turnover	Rates based on experience	
Mortality	Pub-2010 Safety Amount-weighted Mortality tables generational projection from 2010 using 70% of Scale MP-2018	

The actuarial assumptions used in the June 30, 2022, valuations were based on the results of an actuarial experience study for the period July 1, 2014 - June 30, 2018.

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The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions were as of June 30, 2022.

<u>Asset Class</u>	<u>Index</u>	<u>Target Allocation</u>	<u>Long-Term Expected Arithmetic Real Rate of Return</u>	<u>Long-Term Expected Geometric Real Rate of Return</u>
US Core Fixed Income	Bloomberg Barclays Aggregate	7.50%	1.95%	1.84%
US Long (11-30) Govt/Credit Bonds	Bloomberg US Gov/Credit Long TR USD	7.50	2.60	2.14
Private Credit	CDL Index	7.50	7.11	6.30
Global Bonds	FTSE WGBI USD	1.40	0.17	(0.10)
Emerging Markets Equity	JPM EMBI Plus TR USD	5.00	4.89	3.95
US Large Cap Equity	S&P 500 TR USD	20.00	5.57	4.08
US Small Cap Growth Equity	Russell 2000 Growth TR USD	3.00	7.85	4.65
US Small Cap Value Equity	Russell 2000 Value TR USD	3.00	6.52	4.12
Global Equity	MSCI AXWi NR USD	2.10	6.40	4.83
Foreign Developed Equity	MSCI EAFE NR USD	7.00	6.99	5.25
Non-US Equity Small Cap	MSCI EAFE Small Cap NR	3.00	7.53	5.38
Emerging Markets Equity	MSCI EM NR USD	10.00	9.44	5.97
Global REITs	FTSE EPRA/NAREIT Developed TR USD	2.50	6.71	4.57
Infrastructure - Public	S&P Global Infrastructure TR USD	3.50	5.13	3.68
Private Equity	Cambridge Associates US Private Equity	3.00	1.07	6.52
Hedge Fund of Funds - Conservative	HFRI FOF Conservative	5.00	2.64	2.39
Private Real Estate Property - Core	NCREIF Property	9.00	4.88	3.57
Assumed Inflation - Mean			2.30	2.30
Assumed Inflation - Standard Deviation			1.25	1.25
Portfolio Real Mean Return			5.70	4.90
Portfolio Nominal Mean Return			8.00	7.31
Portfolio Standard Deviation				12.14
Long-Term Expected Rate of Return				6.00

Discount Rate - The discount rate used to measure the total pension liability at June 30, 2022, was 6.00%. As of June 30, 2022, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. The projection of cash flows used to determine the discount rate assumed (1) current active members contribute the required employee contribution amounts; (2) the employer contributes 35% of covered payroll; and (3) contributions from the sales tax are assumed to increase by 1% per year and cease at the end of the 5-year renewal period that was approved on November 5, 2019. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability

	Total Pension Liability	Increase (Decrease) Plan Fiduciary Net Position	Changes in Net Pension Liability
	(a)	(b)	(a) – (b)
Balances as of June 30, 2021	\$624,111,269	\$608,774,686	\$ 15,336,583
Changes for the year:			
Service cost	4,407,304	--	4,407,304
Interest on total pension liability	39,695,952	--	39,695,952
Effect of economic/demographic gains	12,372,650	--	12,372,650
Effect of assumptions changes or inputs	41,147,302	--	41,147,302
Benefit payments	(36,192,984)	(36,192,984)	--
Employer contributions	--	48,189,136	(48,189,136)
Member contributions	--	2,609,483	(2,609,483)
Net investment income (loss)	--	(68,711,589)	68,711,589
Net changes	61,430,224	(54,105,954)	115,536,178
Balances as of June 30, 2022	\$685,541,493	\$554,668,732	\$130,872,761

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 6.00% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.00%) or 1 percentage point higher (7.00%) than the current rate:

	1% Decrease (5.00%)	Current Discount Rate (6.00%)	1% Increase (7.00%)
Total pension liability	\$782,571,851	\$685,541,493	\$607,321,015
Fiduciary net position	554,668,732	554,668,732	554,668,732
Net pension liability (asset)	\$227,903,119	\$130,872,761	\$ 52,652,283

Pension Plan Fiduciary Net Position - Detailed information about the Plan's fiduciary net position is available in a separately issued, publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the website at www.springfieldmo.gov.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2022, the City recognized pension expense of \$67,033,760 related to the Plan. The City reported deferred outflows of resources related to the Plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$1,124,786	\$ -
Changes of assumptions	3,740,664	-
Net difference between projected and actual investment earnings	47,029,486	-
Total	\$51,894,936	\$ -

Amounts reported as deferred outflows of resources related to the Plan will be recognized in pension expense as follows:

Year ended June 30:

2023	\$16,532,432
2024	9,049,892
2025	4,562,779
2026	<u>21,749,833</u>
Total	<u>\$51,894,936</u>

Investment gains/losses are recognized in pension expense over a period of five years; economic/demographic gains/losses and assumption changes or inputs are recognized over the average remaining service life for all active and inactive members.

Payable to the Plan

At June 30, 2022, the City reported a payable of \$7,631,591 due the Pension Plan from the Public Safety Pension Sales Tax Fund collected for the year ended June 30, 2022.

Missouri Local Government Employees Retirement System (LAGERS) - The City

General Information about LAGERS

Plan Description - The City's defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and it is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police and fire) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police and fire) and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contribution Rate:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2022, the following employees were covered by benefit terms:

	<u>General</u>	<u>Police Officers</u>	<u>Fire Fighters</u>
Retirees and beneficiaries currently receiving benefits	956	12	1
Terminated vested members	358	45	9
Fully vested active members	<u>1,195</u>	<u>210</u>	<u>154</u>
Total	<u>2,509</u>	<u>267</u>	<u>164</u>

Contributions - The City is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the City do not contribute to LAGERS. Employer contribution rates are 16.5% (General), 20.1% (Police) and 22.4% (Fire) of annual covered payroll. The City's contribution to LAGERS for the year ended June 30, 2022, was \$15,987,744.

Net Pension Liability (Asset)

The City's net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2022. The roll-forward of total pension liability from February 28, 2022, to June 30, 2022, reflects expected service cost and interest reduced by actual benefit payments.

Actuarial Assumptions - The total pension liability in the February 28, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	General - 2.75% to 6.75%, including wage inflation Police - 2.75% to 6.55%, including wage inflation Fire - 2.75% to 7.15%, including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employees Mortality Table for males and females of General groups and 75% of the Pubs-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

The actuarial assumptions used in the February 28, 2022, valuation were based on the results of an actuarial experience study for the period March 1, 2015, through February 29, 2020.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target

asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Equity	35.00%	4.78%
Fixed Income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Alpha	15.00%	3.67%
Cash/Leverage	-25.00%	-0.29%

Discount Rate - The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pensions plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

Changes in the Net Pension Liability

	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability (a)</u>	<u>Plan Fiduciary Net Position (b)</u>	<u>Changes in Net Pension Liability (Asset) (a) - (b)</u>
Balances as of June 30, 2021	<u>\$408,411,778</u>	<u>\$479,903,105</u>	<u>\$(71,491,327)</u>
Changes for the year:			
Service cost	11,108,120	--	11,108,120
Interest on total pension liability	28,286,671	--	28,286,671
Difference between expected and actual experience	12,332,930	--	12,332,930
Changes of Assumptions	--	--	--
Benefit payments	(19,889,599)	(19,889,599)	--
Employer contributions	--	15,987,744	(15,987,744)
Employee contributions	--	17,877	(17,877)
Net investment income	--	493,131	(493,131)
Administrative expenses	--	(312,502)	312,502
Other (Net Transfer)	--	(1,596,948)	1,596,948
Net changes	<u>31,838,122</u>	<u>(5,300,297)</u>	<u>37,138,419</u>
Balances as of June 30, 2022	<u>\$440,249,900</u>	<u>\$474,602,808</u>	<u>\$(34,352,908)</u>

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 7.00% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Total pension liability	\$503,943,701	\$440,249,900	\$388,080,324
Fiduciary net position	<u>474,602,808</u>	<u>474,602,808</u>	<u>474,602,808</u>
Net pension liability (asset)	\$ <u>29,340,893</u>	\$ <u>(34,352,908)</u>	\$ <u>(86,522,484)</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended June 30, 2022, the City recognized pension expense of \$2,110,283 related to LAGERS. The City reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$18,785,016	\$ (2,671,524)
Assumption changes	807,361	(6,064,466)
Net difference between projected and actual earnings	--	<u>(9,154,523)</u>
Total	\$ <u>19,592,377</u>	\$ <u>(17,890,513)</u>

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

<u>Year ended June 30:</u>	
2023	\$(2,286,608)
2024	(3,101,565)
2025	(8,045,700)
2026	8,618,502
2027	1,475,054
Thereafter	<u>5,042,181</u>
Total	\$ <u>1,701,864</u>

The deferred outflows of resources related to the difference between expected and actual investment earnings is being amortized over a closed five-year period. The remaining deferred outflows and inflows of resources are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period.

Payable to LAGERS

At June 30, 2022, the City reported a payable of \$1,244,753 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2022.

Allocation of LAGERS Net Pension Liability (Asset)

The City's full-time equivalents at June 30, 2022, was used to allocate the net pension liability (asset) and deferred inflows of resources and deferred outflows of resources related to pension.

Missouri Local Government Employees Retirement System (LAGERS) – City Utilities

General Information about LAGERS

Plan Description - City Utilities' defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. City Utilities participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

Benefits provided - LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of City Utilities, within the options available in the state statutes governing LAGERS. All benefit vest after 5 years of credited service. Employees who retire on or after age 60 with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 and receive a reduced allowance.

Benefit Multiplier:	2%
Final Average Salary:	3 years
Member Contributions:	0%

Benefit terms provide for annual postretirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

Employees Covered by Benefit Terms - At June 30, 2021, the measurement date for the net pension liability at September 30, 2021, the following employees were covered by benefit terms:

	<u>City Utilities</u>
Inactive employees or beneficiaries currently receiving benefits	946
Inactive employees entitled to but not yet receiving benefits	78
Active employees	<u>928</u>
Total	1,952

Contributions - City Utilities is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is an estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of City Utilities do not contribute to LAGERS. City Utilities' contribution rate is 23.5% of annual covered payroll. The City Utilities' contribution to LAGERS was \$19.4 million during fiscal year 2021.

Net Pension Liability

City Utilities' net pension liability as of September 30, 2021, was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2021. The roll-forward of total pension liability from February 28, 2021, to June 30, 2021, reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Actuarial Assumptions - The total pension liability in the February 28, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75% wage inflation; 2.25% price inflation
Salary increases	2.75% to 6.75%, including wage inflation
Investment rate of return	7.00%

Mortality rates were determined by applying the MP-2020 mortality improvement scale to 115% of the PubG-2010 Retiree mortality tables.

The actuarial assumptions used in the February 28, 2021, valuation were based on the results of an actuarial experience study for the period March 1, 2010, through February 28, 2015.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of returns (expected returns, net of investment and administrative expenses and inflation) were developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Alpha	15.00%	3.67%
Equity	35.00%	4.78%
Fixed Income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Cash/Leverage	-25.00%	-0.29%

Discount Rate - The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

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Changes in the Net Pension Liability (Asset)

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Changes in Net Pension Liability
	(a)	(b)	(a) - (b)
Balances as of September 30, 2020	<u>\$687,756,000</u>	<u>\$634,113,000</u>	<u>\$53,643,000</u>
Changes for the year:			
Service cost	9,806,000	--	9,806,000
Interest on total pension liability	48,891,000	--	48,891,000
Difference between expected and actual experience	(8,754,000)	--	(8,754,000)
Assumption changes	(17,610,000)	--	(17,610,000)
Employer contributions	--	19,440,000	(19,440,000)
Employee contributions	--	68,000	(68,000)
Net investment income	--	8,369,000	(8,369,000)
Benefit payments, including refunds	(37,057,000)	170,762,000	(170,762,000)
Administrative expenses	--	(200,000)	200,000
Other changes	--	(59,000)	59,000
Net changes	<u>(4,724,000)</u>	<u>152,954,000</u>	<u>(157,678,000)</u>
Balances as of September 30, 2021	<u>\$683,032,000</u>	<u>\$787,067,000</u>	<u>\$(104,035,000)</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate - The following sensitivity analysis presents the net pension liability (asset) of City Utilities, calculated using the discount rate of 7.00% as well as what City Utilities' net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Total pension liability	\$767,176,000	\$683,032,000	\$615,122,000
Plan fiduciary net position	<u>787,067,000</u>	<u>787,067,000</u>	<u>787,067,000</u>
Net pension liability (asset)	<u>\$(19,891,000)</u>	<u>\$(104,035,000)</u>	<u>\$(174,568,000)</u>

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Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

For the year ended September 30, 2021, City Utilities recognized pension expense of \$15.8 million related to LAGERS. City Utilities reported deferred outflows and inflows of resources related to LAGERS from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	\$7,627,000	\$(6,915,000)
Differences in assumptions	--	(13,905,000)
Net difference between projected and actual earnings on pension plan investments	--	(81,856,000)
Contributions subsequent to the measurement date*	<u>5,464,000</u>	<u>--</u>
Total	<u>\$13,091,000</u>	<u>\$(102,676,000)</u>

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability for the year ending September 30, 2022.

Amounts reported as deferred outflows and deferred inflows or resources related to LAGERS will be recognized in pension expense as follows:

<u>Year ended September 30:</u>	
2022	\$(24,825,000)
2023	(19,445,000)
2024	(21,518,000)
2025	<u>(29,261,000)</u>
Total	<u>\$(95,049,000)</u>

The deferred outflows of resources related to the difference between expected and actual investment earnings is being amortized over a closed five-year period. The remaining deferred outflows and inflows of resources are being amortized over a closed period equal to the average of the expected service lives of all employees as of the beginning of each measurement period.

Payable to LAGERS

At September 30, 2021, City Utilities reported a payable of \$2.1 million for the outstanding amount of contributions to the pension plan required for the year end.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Police Officers' and Fire Fighters' Retirement System

June 30, 2022

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total Pension Liability					
Service cost	\$4,407,304	\$4,789,072	\$5,330,810	\$4,627,387	\$4,857,515
Interest on total pension liability	39,695,952	38,413,177	37,607,138	34,758,613	33,801,335
Effect of plan changes	--	--	--	(71,511)	--
Effect of economic/demographic gains or (losses)	12,372,650	12,680,389	2,501,580	10,515,657	3,533,860
Effect of assumption changes or inputs	41,147,302	--	--	60,951,256	--
Benefit payments	<u>(36,192,984)</u>	<u>(35,351,968)</u>	<u>(29,730,892)</u>	<u>(29,173,906)</u>	<u>(27,429,971)</u>
Net Change in Total Pension Liability	61,430,224	20,530,670	15,708,636	81,607,496	14,762,739
Total Pension Liability – Beginning	<u>624,111,269</u>	<u>603,580,599</u>	<u>587,871,963</u>	<u>506,264,467</u>	<u>491,501,728</u>
Total Pension Liability – Ending (a)	<u>685,541,493</u>	<u>624,111,269</u>	<u>603,580,599</u>	<u>587,871,963</u>	<u>506,264,467</u>
Fiduciary Net Position					
Employer - public safety pension sales tax	42,813,789	37,101,896	34,063,300	33,691,589	33,237,631
Employer contributions	5,375,347	5,581,681	6,153,048	6,337,971	6,578,099
Member contributions	2,609,483	2,720,435	3,031,778	2,874,030	2,978,645
Net investment income (loss)	(68,280,085)	117,878,855	8,250,228	17,757,238	18,966,441
Other revenue	1,870	31,637	30,596	43,774	14,975
Benefit payments	(31,600,802)	(29,699,172)	(27,662,140)	(26,313,731)	(24,920,661)
Refunds of contributions	(4,592,182)	(5,652,790)	(2,068,752)	(2,860,175)	(2,509,310)
Administrative expenses	<u>(433,374)</u>	<u>(376,427)</u>	<u>(397,763)</u>	<u>(407,504)</u>	<u>(387,743)</u>
Net changes in Fiduciary Net Position	(54,105,954)	127,586,115	21,400,295	31,123,192	33,958,077
Fiduciary Net Position – Beginning	<u>608,774,686</u>	<u>481,188,571</u>	<u>459,788,276</u>	<u>428,665,084</u>	<u>394,707,007</u>
Fiduciary Net Position – Ending (b)	<u>554,668,732</u>	<u>608,774,686</u>	<u>481,188,571</u>	<u>459,788,276</u>	<u>428,665,084</u>
Net Pension Liability, Ending = (a) – (b)	<u>\$130,872,761</u>	<u>\$15,336,583</u>	<u>\$122,392,028</u>	<u>\$128,083,687</u>	<u>\$77,599,383</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	80.91%	97.54%	79.72%	78.21%	84.67%
Covered Payroll	\$12,788,884	13,621,013	\$14,922,980	\$16,089,920	\$16,588,735
Net Pension Liability as a Percentage of Covered Payroll	1023.33%	112.60%	820.16%	796.05%	467.78%

This schedule presents the information available to the City and will include ten-year trend information once available.

Note: In 2016, amounts reported as changes in assumptions resulted primarily from the change in discount rate. In 2019, amounts reported as assumption changes resulted primarily from a decrease in the discount rate and investment rate of return from 7.0% to 6.5%, change in the mortality table, decrease in the inflation rate from 2.5% to 2.3% and change in retirement rates. In 2021, amounts reported as changes in assumptions resulted primarily from the change in the mortality table and decrease in the long-term rate of return. In 2022, amounts reported as assumption changes resulted from decrease in discount rate and investment rate of return from 6.5% to 6.0%.

**Inserted From
Required Supplementary Information**

Schedule of City Contributions

Police Officers' and Fire Fighters' Retirement System

Ten Years Ended June 30, 2022

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2013	\$20,823,687	\$35,615,908	\$(14,792,221)	\$20,060,038	177.55%
2014	19,607,474	36,973,397	(17,365,923)	18,770,274	196.98
2015	16,267,747	37,903,792	(21,636,045)	18,844,060	201.14
2016	18,370,494	39,043,206	(20,672,712)	19,031,138	205.15
2017	16,423,634	38,947,454	(22,523,820)	17,337,474	224.64
2018	14,546,713	39,815,730	(25,269,017)	16,588,735	240.02
2019	12,862,864	40,029,560	(27,166,696)	16,089,920	248.79
2020	11,265,000	40,216,348	(28,951,348)	14,922,980	269.49
2021	16,890,789	42,683,577	(25,792,788)	13,621,013	313.37
2022	15,663,555	48,189,136	(32,525,581)	12,788,884	376.80

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year which the contributions are reported. Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal cost
Amortizing method	Level dollar, closed
Remaining amortization period	8 years
Asset valuation method	5 years, non-asymptotic
Inflation	2.3%
Salary increases	Range from 7% at hire to 2.5% at 13 years of service
Net investment rate of return	6.0%
Cost of living adjustment	3%
Retirement age	

<u>Age</u>	<u>Percentage retiring in the next year</u>
45-50	35%
51-54	25%
55-59	50%
60+	100%

Turnover	Rates based on experience
Mortality	Pub-2010 Safety Amount-Weighted Mortality Tables generational projection from 2010 using 70% of Scale MP-2018

**Inserted From
Required Supplementary Information**

Schedule of Changes in the City's Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

June 30, 2022

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total Pension Liability					
Service cost	\$11,108,120	\$10,635,426	\$10,031,226	\$9,422,651	\$8,876,187
Interest on total pension liability	28,286,671	28,667,258	27,025,315	25,519,207	24,242,444
Difference between expected and actual experience	12,332,930	(2,522,488)	3,939,749	3,723,636	1,278,339
Effect of assumption changes or inputs	--	--	--	--	--
Changes of assumptions	--	(9,062,952)	--	--	--
Benefit payments	<u>(19,889,599)</u>	<u>(18,656,074)</u>	<u>(18,635,531)</u>	<u>(17,760,867)</u>	<u>(16,373,225)</u>
Net Change in Total Pension Liability	31,838,122	9,061,170	22,360,759	20,904,627	18,023,745
Total Pension Liability – Beginning	<u>408,411,777</u>	<u>399,350,607</u>	<u>376,989,848</u>	<u>356,085,221</u>	<u>338,061,476</u>
Total Pension Liability – Ending (a)	<u>440,249,899</u>	<u>408,411,777</u>	<u>399,350,607</u>	<u>376,989,848</u>	<u>356,085,221</u>
Fiduciary Net Position					
Employer contributions	15,987,744	14,456,078	13,374,427	12,706,096	11,911,247
Employee contributions	17,877	--	--	57,701	--
Net investment income (loss)	493,131	102,597,079	4,983,921	23,461,238	39,860,875
Benefit payments	<u>(19,889,599)</u>	<u>(18,656,074)</u>	<u>(18,635,531)</u>	<u>(17,760,867)</u>	<u>(16,373,225)</u>
Administrative expenses	<u>(312,502)</u>	<u>(284,823)</u>	<u>(369,525)</u>	<u>(320,387)</u>	<u>(219,064)</u>
Other (net transfer)	<u>(1,596,948)</u>	<u>(406,452)</u>	<u>796,127</u>	<u>184,429</u>	<u>567,621</u>
Net change in Fiduciary Net Position	(5,300,297)	97,705,808	149,419	18,328,210	35,747,454
Fiduciary Net Position – Beginning	<u>479,903,105</u>	<u>382,197,297</u>	<u>382,047,878</u>	<u>363,719,668</u>	<u>327,972,214</u>
Fiduciary Net Position – Ending (b)	<u>474,602,808</u>	<u>479,903,105</u>	<u>382,197,297</u>	<u>382,047,878</u>	<u>363,719,668</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$(34,352,909)</u>	<u>\$(71,491,328)</u>	<u>\$17,153,310</u>	<u>\$(5,058,030)</u>	<u>\$(7,634,447)</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	107.80%	117.50%	95.70%	101.34%	102.14%
Covered Payroll	\$87,357,574	\$82,235,745	\$79,244,662	\$74,373,640	\$70,497,960
Net Pension Liability (Asset) as a Percentage of Covered Payroll	-39.32%	-86.93%	21.65%	-6.80%	-10.83%

This schedule presents the information available to the City and will include ten-year trend information once available.

Note: In 2016, amounts reported as changes in assumptions resulted primarily from the change in the mortality table, inflation rate and salary increase. In 2021, amounts reported as changes in assumptions resulted primarily from the change in the mortality table and decrease in the long-term rate of return.

**Inserted From
Required Supplementary Information**

Schedule of City Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended June 30, 2022

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2013	\$9,771,252	\$9,746,927	\$24,325	\$53,695,559	18.15%
2014	10,029,737	10,029,738	(1)	57,081,234	17.57
2015	10,389,477	10,389,477	--	59,111,940	17.58
2016	10,728,152	10,728,151	1	66,207,880	16.20
2017	10,712,822	10,712,822	--	68,066,639	15.74
2018	12,072,598	11,911,247	161,351	70,497,960	16.90
2019	12,758,009	12,706,096	51,913	75,352,876	16.86
2020	13,370,999	13,371,000	(1)	80,386,305	16.63
2021	14,460,966	14,460,966	--	84,198,974	17.17
2022	15,974,142	15,974,143	(1)	90,771,581	17.50

Notes to Schedule:

Valuation date: Actuarially determined contribution rates are calculated as of February 28, two years and four months prior to the end of the fiscal year which the contributions are reported.

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Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	A level percentage of payroll amortization method is used to amortize the UAAL over a closed period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period or (ii) 15 years.
Remaining amortization period	General - Multiple bases from 9 to 15 years Police & Fire - Multiple bases from 8 to 18 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	General - 2.75% to 6.75% including wage inflation Police - 2.75% to 6.55% including wage inflation Fire - 2.75% to 7.15% including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retire mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% retirement mortality tables used 75% of the PubG-2010 Employees Mortality Table for males and females of General groups and 75% of the Pubs-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.
Other information	None

Note: UAAL is the Unfunded Actuarial Accrued Liability.

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**Inserted From
Required Supplementary Information**

Schedule of Changes in City Utilities Net Pension Liability and Related Ratios

Missouri Local Government Employees Retirement System

September 30, 2021

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Total Pension Liability					
Service cost	\$9,806,000	\$9,545,000	\$9,418,000	\$9,355,000	\$9,198,000
Interest on total pension liability	48,891,000	46,759,000	44,968,000	43,369,000	41,854,000
Difference between expected and actual experience	(8,754,000)	9,442,000	4,707,000	1,420,000	(460,000)
Effect of assumption changes or inputs	--	--	--	--	--
Changes in assumptions	(17,610,000)	--	--	--	--
Benefit payments	<u>(37,057,000)</u>	<u>(35,863,000)</u>	<u>(33,103,000)</u>	<u>(31,161,000)</u>	<u>(28,445,000)</u>
Net Change in Total Pension Liability	(4,724,000)	29,883,000	25,990,000	22,983,000	22,147,000
Total Pension Liability – Beginning	<u>687,756,000</u>	<u>657,873,000</u>	<u>631,883,000</u>	<u>608,900,000</u>	<u>586,753,000</u>
Total Pension Liability – Ending (a)	<u>683,032,000</u>	<u>687,756,000</u>	<u>657,873,000</u>	<u>631,883,000</u>	<u>608,900,000</u>
Fiduciary Net Position					
Employer contributions	19,440,000	18,374,000	18,199,000	17,893,000	17,583,000
Employee contributions	68,000	--	--	215,000	349,000
Net investment income (loss)	170,762,000	8,370,000	39,757,000	68,867,000	59,811,000
Benefit payments	(37,057,000)	(35,863,000)	(33,103,000)	(31,161,000)	(28,445,000)
Administrative expenses	(200,000)	(259,000)	(229,000)	(159,000)	(157,000)
Other (net transfer)	<u>(59,000)</u>	<u>3,757,000</u>	<u>(37,000)</u>	<u>379,000</u>	<u>1,270,000</u>
Net change in Fiduciary Net Position	152,954,000	(5,803,000)	24,587,000	56,034,000	50,411,000
Fiduciary Net Position – Beginning	634,113,000	639,916,000	615,329,000	559,295,000	508,884,000
Fiduciary Net Position – Ending (b)	<u>737,067,000</u>	<u>634,113,000</u>	<u>639,916,000</u>	<u>615,329,000</u>	<u>559,295,000</u>
Net Pension Liability (Asset), Ending = (a) – (b)	<u>\$(104,305,000)</u>	<u>\$53,643,000</u>	<u>\$17,957,000</u>	<u>\$16,554,000</u>	<u>\$49,605,000</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	115.23%	92.20%	97.27%	97.38%	91.85%
Covered Payroll	\$82,873,000	\$80,981,000	\$78,710,000	\$78,335,000	\$77,436,000
Net Pension Liability as a Percentage of Covered Payroll	-125.53%	66.24%	22.81%	21.13%	64.06%

This schedule presents the information available to City Utilities and will include ten-year trend information once available.

In accordance with GASB 68, information presented in this schedule was determined as of the measurement date (June 30) of the net pension liability.

In 2016, amounts reported as changes in assumptions resulted primarily from a change in the mortality tables. In 2021, amounts reported as change in assumptions resulted primarily from a decrease in the discount rate from 7.25% to 7%.

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**Inserted From
Required Supplementary Information**

Schedule of City Utilities' Contributions

Missouri Local Government Employees Retirement System

Ten Years Ended September 30, 2021

Fiscal Year Ending September 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)*	Covered Payroll	Contribution as a % of Covered Payroll
2012	\$15,650,432	\$14,672,279	\$978,152	\$69,867,997	21.00%
2013	16,369,192	15,389,838	979,354	69,953,809	22.00
2014	16,977,181	16,903,685	73,495	73,494,286	23.00
2015	17,250,031	17,250,032	(1)	75,327,646	22.90
2016	17,224,630	17,224,628	2	78,293,772	22.00
2017	17,299,688	17,299,689	--	79,356,369	21.80
2018	18,088,924	18,088,925	(2)	79,337,384	22.80
2019	18,151,516	18,151,517	(1)	79,962,624	22.70
2020	18,510,818	18,510,819	(1)	81,187,795	22.80
2021	19,671,240	19,671,240	--	83,707,401	23.50%

*Deficiency is a result of the limitation of Missouri State Statute 70.730, which limits increases to the contribution percentage to 1% per year.

In accordance with GASB 68, information presented in this schedule was determined as of City Utilities' fiscal year-end (September 30).

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Valuation date	February 28, 2021
Notes	The roll-forward of total pension liability from February 28, 2021, to June 30, 2021, reflects expected service cost and interest reduced by actual benefit payments.
Actuarial cost method	Entry age normal and modified terminal funding
Amortization method	Level percentage of payroll, closed
Remaining amortization period	Multiple bases from 8 to 15 years
Asset valuation method	5 year smoothed market, 20% corridor
Inflation	2.75% wage inflation, 2.25% price inflation
Salary increases	2.75% to 6.75%, including wage inflation
Net investment rate of return	7.00%, net of investment expenses
Retirement age	Experience-based table of rates that are specific to the type of eligibility condition.
Mortality	The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowance to be paid were 115% of the RubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employees Mortality Table for males and females of General Group and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.
Other Information	None

In accordance with GASB 68, information presented in this schedule was determined as of City Utilities' fiscal year-end (September 30).

PROPERTY TAX INFORMATION CONCERNING THE CITY

Property Valuations

Assessment Procedure. All taxable real and personal property within the City is assessed annually by the County Assessor. Missouri law requires that real property be assessed at the following percentages of true value:

Residential real property	19%
Agricultural and horticultural real property	12%
Utility, industrial, commercial, railroad and all other real property	32%

The assessment ratio for personal property is generally 33-1/3% of true value. However, subclasses of tangible personal property are assessed at the following assessment percentages: grain and other agricultural crops in an unmanufactured condition, 0.5%; livestock, 12%; farm machinery, 12%; historic motor vehicles and certain aircraft, 5%; poultry, 12%; and certain tools and equipment used for pollution control, used in retooling for the purpose of introducing new product lines or used for making improvements to existing products by certain types of companies specified by state law, 25%.

A general reassessment of real property occurred statewide in 1985. In order to maintain equalized assessed valuations following this reassessment, the state legislature adopted a maintenance law in 1986. On January 1 in every odd-numbered year, each County Assessor must adjust the assessed valuation of all real

property located within the county in accordance with a two-year assessment and equalization maintenance plan approved by the State Tax Commission.

The County Assessor is responsible for preparing the tax roll each year and for submitting the tax roll to the Board of Equalization. The County Board of Equalization has the authority to adjust and equalize the values of individual properties appearing on the tax rolls.

Assessed Valuation. The following table shows the total assessed valuation and the estimated actual valuation, by category, of all taxable tangible property situated in the City as of August, 2022:

<u>Type of Property</u>	<u>Total Assessed Valuation</u>	<u>Assessment Rate</u>	<u>Total Estimated Actual Valuation*</u>	<u>% of Actual Valuation</u>
Real:				
Residential	\$1,395,338,200	19.00%	\$ 7,343,885,263	52.46%
Agricultural	5,707,370	12.00%	47,561,417	0.34%
Commercial	<u>1,417,022,184</u>	32.00%	<u>4,428,194,325</u>	<u>31.63%</u>
Total Real	\$2,818,067,754		\$11,819,641,005	84.43%
Personal	<u>726,426,146</u>	33.33%	<u>2,179,496,388</u>	<u>15.57%</u>
Total Real & Personal	\$3,544,493,900		\$13,999,137,393	100.00%

* Assumes all personal property is assessed at 33 1/3%; because certain subclasses of tangible personal property are assessed at less than 33 1/3%, the estimated actual valuation for personal property would likely be greater than that shown above. See “Assessment Procedure” discussed above.

History of Property Valuations. The total assessed valuation of all taxable tangible property situated in the City according to the assessments of January 1 in each of the following years, has been as follows:

<u>Year</u>	<u>Assessed Valuation</u>	<u>% Change</u>
2012	\$2,657,426,556	(0.24)%
2013	2,656,574,740	(0.03)
2014	2,667,147,118	0.40
2015	2,830,204,918	6.11
2016	2,836,516,520	0.22
2017	3,001,891,079	5.83
2018	3,043,183,961	1.38
2019	3,213,941,960	5.61
2020	3,207,278,975	(0.21)
2021	3,271,013,454	1.99
2022	3,544,493,900	8.36

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Major Property Taxpayers

The following table sets forth the taxpayers owning property with the greatest amount of assessed valuation within the City in 2022. The City has not independently verified the accuracy or completeness of such information.

<u>Taxpayer</u>	<u>Taxable Assessed Value</u>	<u>Percentage of Total City Taxable Assessed Value</u>
Simon Property Group (Battlefield Mall)	\$14,521,540	0.40%
Mercy (St Johns) Health Systems	13,042,490	0.36
Lester E Cox Medical Center	12,903,870	0.36
JDHQ Hotels LLC	11,430,980	0.32
Menard	10,840,116	0.30
New Prime	10,220,010	0.28
O'Reilly Automotive	9,432,360	0.26
OZMA VA Company	7,214,490	0.20
Jack Henry and Associates	6,812,060	0.19
Loren Cook CO	6,884,966	0.19
Battlefield Plaza LLC	6,787,520	0.19
Bass Pro Outdoor World LLC	6,554,880	0.18
JP Morgan Chase	6,357,400	0.18
Farmers Park LLC	5,747,380	0.16
Bass Pro Inc.	<u>5,542,910</u>	<u>0.15</u>
Total	<u>\$134,292,972</u>	<u>3.81%</u>

Source: City of Springfield, Missouri, Annual Comprehensive Financial Report, June 30, 2022.

Property Tax Collection Procedure

Property taxes are levied by the City and collected by the County, for which the County receives a collection fee of 2% of collections, plus \$10,000 per year.

The City is required by law to prepare an annual budget, which includes an estimate of the amount of revenues to be received from all sources for the budget year. The budget must also include proposed expenditures and must state the amount required for the payment of interest, amortization and redemption charges on the City's debt for the ensuing budget year. Such estimates are based on the assessed valuation figures provided by the County Clerk. The City must fix its ad valorem property tax rates and certify them to the County Clerk not later than September 1st for entry in the tax books.

The County Clerk receives the county tax books from the County Assessor, which set forth the assessments of real and personal property. The County Clerk enters the tax rates certified to him by the local taxing bodies in the tax books and assesses such rates against all taxable property in the City as shown in such books. The County Clerk forwards the tax books by October 31st to the County Collector, who is charged with levying and collecting taxes as shown therein. The County Collector extends the taxes on the tax rolls and issues the tax statements after November 1st. Taxes are due by December 31st and become delinquent if not paid to the County Collector by that time. All tracts of land and city lots on which delinquent taxes are due are charged with a penalty of 18% of each year's delinquency. All lands and lots on which taxes are delinquent and unpaid are subject to sale at public auction in August of each year.

The County Collector is required to make disbursements of collected taxes to the City each month. Because of the tax collection procedure described above, the District receives the bulk of its moneys from local property taxes in the months of December, January and February.

Property Tax Levies

Debt Service Levy. Once indebtedness has been approved by the requisite number of the voters voting therefor and bonds are issued, the City is required under Article VI, Section 26(f) of the Missouri Constitution to levy an annual tax on all taxable tangible property therein sufficient to pay the interest and principal of the indebtedness as they fall due and to retire the same within 20 years from the date of issue. The City Council may set the tax rate for debt service, without limitation as to rate or amount, at the level required to make such payments. The City's debt service levy for 2022 was \$0.2665 per \$100 of assessed valuation.

Other Levies. State law permits the City to set a tax rate for municipal operating purposes up to \$1.00 per \$100 of assessed valuation. Any increase in the operating levy above \$1.00 per \$100 of assessed valuation must be approved by two-thirds of the voters voting on the proposition. In June 1978, when the voters of the City approved a 1% city sales tax, the City eliminated a \$1.00 levy for general government operations.

Additional property taxes are permitted for hospitals, public health and museum purposes not exceeding \$0.40 per \$100 of assessed valuation. The levy for parks can be set at any amount approved by the voters. For the fiscal year ending June 30, 2022, the City has a total tax rate (excluding debt service) of \$0.3531 per \$100 of assessed valuation.

Total Tax Levies. The following tables show the history of tax levies within the City and for overlapping jurisdictions.

City of Springfield Property Tax Rates Per \$100 of Assessed Valuation

<u>Fiscal Year</u>	<u>Art Museum</u>	<u>Parks</u>	<u>Health</u>	<u>Debt Service</u>	<u>Total</u>
2018	\$0.0390	\$0.1862	\$0.1269	\$0.2656	\$0.6177
2019	0.0393	0.1874	0.1277	0.2674	0.6218
2020	0.0387	0.1847	0.1259	0.2636	0.6129
2021	0.0391	0.1867	0.1273	0.2665	0.6196
2022	0.0391	0.1867	0.1273	0.2665	0.6196

Overlapping Jurisdictions Property Tax Rates Per \$100 of Assessed Valuation

<u>Fiscal Year</u>	<u>City of Springfield</u>	<u>Springfield R-XII School District</u>	<u>Greene County</u>	<u>Greene County Road & Bridge</u>	<u>Greene County Senior Services</u>	<u>Sheltered Workshop</u>	<u>Springfield-Greene County Library</u>	<u>Vocational College District</u>	<u>State of Missouri</u>	<u>Total</u>
2018	\$0.6177	\$4.0928	\$0.1290	\$0.1290	\$0.0498	\$0.0471	\$0.2459	\$0.1498	\$0.0300	\$5.4911
2019	0.6218	4.1058	0.1218	0.1218	0.0500	0.0473	0.2467	0.2023	0.0300	5.5475
2020	0.6129	4.1361	0.1177	0.1177	0.0489	0.0463	0.2413	0.1990	0.0300	5.5499
2021	0.6196	4.2727	0.1248	0.1248	0.0493	0.0467	0.2434	0.1996	0.0300	5.7109
2022	0.6196	4.0740	0.1075	0.1075	0.0486	0.0461	0.2100	0.1875	0.0300	5.7008

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Property Tax Collections

The following table sets forth property tax collection information for the City for the fiscal years as noted.

Fiscal Year Ended <u>June 30</u>	Total Taxes <u>Levied</u>	Current <u>Taxes Collected</u>		Current & Delinquent <u>Taxes Collected</u>	
		<u>Amount</u>	<u>%</u>	<u>Amount</u>	<u>%</u>
2017	\$20,560,895	\$20,011,059	97%	\$20,520,113	100%
2018	21,117,676	20,545,325	97	21,041,527	100
2019	21,837,061	21,235,581	97	21,795,074	100
2020	22,370,527	21,836,384	98	22,280,040	100
2021	22,716,871	22,047,616	97	22,047,616	97

* * *

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EXPLANATION TO COUNCIL BILL 2023-164 (HARDINGER)

FILED: 06/09/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Subsidy Escrow Agreement, by and among the City, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority, UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in connection with the expansion and improvement of the City's landfill biogas recovery system; and declaring an emergency.

PURPOSE: This Council bill will authorize the City Manager, or his designee, to enter into a Subsidy Escrow Agreement, by and among the City, the Missouri Department of Natural Resources, the State Environmental Improvement and Energy Resources Authority and UMB Bank, N.A., as escrow agent, for the purpose of receiving the benefit of certain investment earnings in connection with the expansion and improvement of the City's landfill biogas recovery system.

BACKGROUND INFORMATION: The City has the opportunity to receive investment earnings from the investment of certain moneys provided by the Missouri Department of Natural Resources ("DNR") and the State Environmental Improvement and Energy Resources Authority (the "Authority") in connection with the expansion and improvement of the City's landfill biogas recovery system at the Springfield Noble Hill Sanitary Landfill.

This project will be funded through the issuance of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 in the principal amount not to exceed \$13,000,000. The issuance of these Bonds has been approved under a separate council action.

The receipt of such investment earnings will result in a financial benefit to the City as it will result in a favorable interest rate for the above-mentioned Special Obligation Bonds.

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



Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 6/21/2023

Attachments:

1. Subsidy Escrow Agreement_ord
2. Subsidy Escrow Agreement- Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 06-20-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-164

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Subsidy Escrow
2 Agreement, by and among the City, the Missouri Department of
3 Natural Resources, the State Environmental Improvement and
4 Energy Resources Authority, UMB Bank, N.A., as escrow agent, for
5 the purpose of receiving the benefit of certain investment earnings
6 in connection with the expansion and improvement of the City's
7 landfill biogas recovery system; and declaring an emergency.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri (the "City"), has the opportunity to
11 receive investment earnings from the investment of certain moneys provided by the
12 Missouri Department of Natural Resources ("DNR") and the State Environmental
13 Improvement and Energy Resources Authority (the "Authority") in connection with the
14 expansion and improvement of the City's landfill biogas recovery system; and
15

16 WHEREAS, it is hereby found and determined that the receipt of such investment
17 earnings will result in a financial benefit to the City, and it is necessary and advisable
18 and in the best interest of the City and its inhabitants to authorize the execution of a
19 Subsidy Escrow Agreement among the City, DNR, the Authority and UMB Bank, N.A.,
20 as escrow agent (the "Subsidy Escrow Agreement"), in connection therewith.
21

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

25 Section 1 – The City is authorized to enter into the Subsidy Escrow Agreement,
26 in substantially the form presented to the City Council at this meeting (a copy of which
27 document is attached hereto as "Exhibit A"). The City Manager is authorized to execute
28 the Subsidy Escrow Agreement for and on behalf of and as the act and deed of the City,
29 with changes approved by the City Manager, which approval will be conclusively
30 evidenced by the signature of the City Manager on the Subsidy Escrow Agreement. The
31 City Manager is further authorized and directed to execute other documents, certificates
32 and instruments that are necessary or desirable to carry out the intent of this Ordinance.
33 The City Clerk is authorized and directed to attest the execution of the Subsidy Escrow

34 Agreement and any other documents, certificates and instruments that are necessary or
35 desirable to carry out the intent of this Ordinance.

36
37 Section 2 – The City Council finds and declares that this Ordinance constitutes an
38 emergency because it pertains to the payment of current expenses of the City. Therefore,
39 this Ordinance is in full force and effect from and after its passage.

40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45
46 Attest: _____, City Clerk

47
48 Filed as Ordinance: _____

49
50
51 Approved as to form: John Millington, Deputy City Attorney

52
53
54 Approved for Council action: Jason A. Hays, City Manager

SUBSIDY ESCROW AGREEMENT

Dated as of August 1, 2023

among the

MISSOURI DEPARTMENT OF NATURAL RESOURCES,

STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY
RESOURCES AUTHORITY,

CITY OF SPRINGFIELD, MISSOURI,

and

UMB BANK, N.A.,
as Escrow Agent

SUBSIDY ESCROW AGREEMENT

THIS SUBSIDY ESCROW AGREEMENT dated as of August 1, 2023 (the “*Agreement*”), among the MISSOURI DEPARTMENT OF NATURAL RESOURCES (“*DNR*”), a department of the State of Missouri (the “*State*”), the STATE ENVIRONMENTAL IMPROVEMENT AND ENERGY RESOURCES AUTHORITY, a body corporate and politic and a governmental instrumentality of the State of Missouri (the “*Authority*”), the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the “*City*”), and UMB BANK, N.A., a national banking association organized and existing under the laws of the United States of America, having a corporate trust office located in St. Louis, Missouri, as escrow agent hereunder (the “*Escrow Agent*”).

RECITALS

1. The Federal Water Quality Act of 1987, 33 U.S.C. Section 1381 *et seq.* (as amended, the “*Federal Clean Water Act*”) authorizes the Administrator of the United States Environmental Protection Agency (the “*EPA*”) to make capitalization grants to states for deposit in state revolving funds (“*SRF*”) to provide assistance for constructing publicly-owned wastewater treatment facilities and certain private nonpoint source projects and for certain other purposes.

2. Section 644.122 of the Revised Statutes of Missouri establishes “The Water and Wastewater Loan Fund” in the treasury of the State. In addition, DNR has administratively established “The Water and Wastewater Loan Revolving Fund” in the treasury of the State.

3. Pursuant to 10 CSR 20–4.040 through 10 CSR 20–4.041 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri, has developed and implemented the State of Missouri Direct Loan Program (the “*Clean Water SRF Direct Loan Program*”) to make loans to political subdivisions and other eligible entities of the State (each a “*Clean Water Participant*”) to finance publicly-owned wastewater treatment facilities and certain private nonpoint source projects.

4. The Authority is authorized, pursuant to Sections 260.005 through 260.125 and Appendix B(1) of the Revised Statutes of Missouri (collectively, the “*Act*”), to finance, acquire, construct and equip projects (as defined in the Act) for the purpose of preventing or reducing pollution, providing for resource recovery facilities, energy resources, energy conservation or energy efficiency projects.

5. The City owns and operates a landfill biogas recovery system, serving the City and its inhabitants (the “*System*”).

6. The City desires to expand and improve the System (the “*Project*”) and has authorized the issuance of its Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023 (the “*City Bonds*”) in the principal amount of \$[**Principal Amount**], to finance the Project, which bonds will mature (or will be subject to installment payments prior to maturity) in the amounts and on the dates shown on Schedule 1 attached hereto.

7. DNR and the Authority hereby find and determine that the Project is an energy conservation project eligible for assistance under the Federal Clean Water Act, the Clean Water SRF

Direct Loan Program and the Act because it is expected to reduce the atmospheric deposit of pollutants in the State and DNR and the Authority desire to assist the City in financing a portion of the Project.

8. Using funds made available to the Authority as a Clean Water Participant from DNR, DNR and the Authority intend to partially subsidize the City's payments on the City Bonds through the purchase of the investments described in Schedule 2 attached hereto (the "*Investments*") and the transfer of all or a portion of the investment earnings thereon, if received, to the City.

9. The investment earnings to be disbursed from the Subsidy Fund, if received, are set forth in Schedule 3 attached hereto.

10. The Escrow Agent is acting as escrow agent for the Authority and the City under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement, and in the City Bond Ordinance, capitalized words and terms have the following meanings in this Agreement:

"*Agreement*" means this Subsidy Escrow Agreement, as amended and supplemented from time to time.

"*Authority*" means the State Environmental Improvement and Energy Resources Authority, and its successors and assigns.

"*Business Day*" means a day on which the Escrow Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"*City*" means the City of Springfield, Missouri, and its successors and assigns.

"*City Bond Ordinance*" means Ordinance No. _____ of the City adopted on July 10, 2023, authorizing the issuance of the City Bonds.

"*City Bonds*" means the City's Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority – Energy Facilities Revenue Bonds), Series 2023, in the original principal amount of \$[**Principal Amount**], issued pursuant to the City Bond Ordinance in connection with the Project.

"*Corpus*" means, initially, the sum of \$_____ paid by DNR to the Authority and by the Authority to the Escrow Agent under this Agreement for deposit in the Authority Account of the Subsidy Fund, and, thereafter, any Investments purchased and held in the Authority Account of the Subsidy Fund and any cash held in the Authority Account of the Subsidy Fund.

"*DNR*" means the Missouri Department of Natural Resources, and its successors and assigns.

"*Escrow Agent*" means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors at the time acting as the Escrow Agent under this Agreement.

“*Investments*” means the direct non-callable obligations of the United States of America shown in Schedule 2, and any direct non-callable obligations of the United States of America which have been acquired by the Escrow Agent and substituted for Investments in accordance with Section 6.

“*Payment Date*” means any date on which the Escrow Agent shall make a payment from any applicable account of the Subsidy Fund, as set forth in Schedule 3 attached hereto, or if such date is not a Business Day, the next Business Day.

“*State*” means the State of Missouri.

“*Subsidy Fund*” means the fund by that name established pursuant to Section 3 of this Agreement.

2. Acceptance of Duties. The Escrow Agent hereby accepts all of the powers, duties, and obligations as escrow agent as set forth in this Agreement.

3. Establishment of Subsidy Fund.

(a) The Escrow Agent shall establish a special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the “*Subsidy Fund for the State Environmental Improvement and Energy Resources Authority and City of Springfield, Missouri – Series 2023*” (the “*Subsidy Fund*”), and within such fund, two separate accounts designated as the “*Authority Account*” and the “*City Account.*”

(b) Except as otherwise provided herein, moneys in the Subsidy Fund shall be held in trust by the Escrow Agent and shall be applied solely for the purposes provided in this Agreement. Moneys in the Authority Account of the Subsidy Fund shall be used for the purpose of purchasing the Investments in accordance with Section 5(b) and making the payments to DNR as set forth in Schedule 3 attached hereto. Subject to Section 5, moneys in the City Account of the Subsidy Fund shall be used for the purpose of making payments to the City on each Payment Date from the interest earnings of the Investments, if received, which payments shall be applied by the City, subject to annual appropriation thereof by the City Council, to the payment of the City Bonds in accordance with the City Bond Ordinance.

(c) Notwithstanding any other provision of this Agreement or the City Bond Ordinance to the contrary, the City hereby covenants that, except for any final balance of the City Account of the Subsidy Fund which may be paid to the City pursuant to Section 5(g), the City shall, subject to annual appropriation thereof by the City Council, apply all moneys received from time to time from the Escrow Agent pursuant to this Agreement, if any, to the payment of principal of, premium, if any, or interest on the City Bonds on the next succeeding date that such payments are due on the City Bonds.

(d) THE CORPUS IS NOT AVAILABLE TO PAY THE PRINCIPAL OF OR INTEREST ON THE CITY BONDS, ANY BONDS ISSUED BY THE AUTHORITY IN CONNECTION WITH THE PROJECT OR TO OTHERWISE MAKE PAYMENTS HEREUNDER, UNDER THE CITY BOND ORDINANCE OR THE BOND INDENTURE UNDER WHICH THE AUTHORITY’S BONDS ARE ISSUED AND NONE OF THE CITY, THE OWNER OF THE CITY BONDS, THE OWNER OF ANY BONDS ISSUED BY THE AUTHORITY IN CONNECTION WITH THE PROJECT NOR ANY OTHER PARTY SHALL HAVE ANY RIGHTS IN OR CLAIM TO SUCH MONEY.

4. Deposits to the Subsidy Fund. Concurrently with the execution and delivery of this Agreement, DNR has transferred to the Authority and the Authority has deposited, or caused to be deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt and deposit into the Authority Account of the Subsidy Fund of, the Corpus. The Escrow Agent shall apply the Corpus as follows:

(a) \$_____ shall be used to purchase the Investments described in Schedule 2, which shall be delivered to and deposited in the Authority Account of the Subsidy Fund.

(b) \$_____ shall be held uninvested in the Authority Account of the Subsidy Fund as a beginning cash balance.

5. Application of Investments in the Subsidy Fund.

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder other than in the Investments or to sell, transfer or otherwise dispose of the Investments.

(b) The Escrow Agent is directed to purchase, using the Corpus held in the Authority Account of the Subsidy Fund, the Investments described in Schedule 2. Moneys received as interest earnings on the Investments, if any, shall be deposited into the applicable account of the Subsidy Fund as set forth in Schedule 3 attached hereto. Moneys received as a return of any of portion of the Corpus pursuant to the Investments shall be deposited into the Authority Account of the Subsidy Fund as set forth in Schedule 3 attached hereto.

(c) On each Payment Date, unless the Escrow Agent has received written notice from the Authority pursuant to Section 5(f) of the occurrence and continuance of either (i) an Event of Non-Appropriation (as defined in the City Bond Ordinance) or (ii) a default in the performance, or breach, of any covenant or agreement of the City under the City Bond Ordinance (an “*Event of City Default*”), the Escrow Agent shall withdraw all moneys, if any, in the City Account of the Subsidy Fund and shall forward such amount by electronic transfer to the City, so that immediately available funds will reach the City on or before 5:00 p.m., central time, on such Payment Date. The obligation of the Escrow Agent to make the payments required by this subsection shall be limited to the moneys received as interest earnings on the Investments, if any, and deposited in the City Account in the Subsidy Fund as set forth in Schedule 3 attached hereto. In order to make the transfers and payments pursuant to the terms of this Section, the Escrow Agent is hereby authorized to present or redeem the Investments held in the Authority Account of the Subsidy Fund.

(d) Cash, if any, held from time to time in the City Account of the Subsidy Fund shall be (i) held uninvested, or (ii) at the written direction of the City, invested in any securities determined by the City to be legally available for the investment of funds of the City maturing on or before the next Payment Date. The earnings on any such securities shall be deposited into the City Account of the Subsidy Fund and paid to the City on each Payment Date.

(e) Except as otherwise set forth in subsection (b) of this Section with respect to earnings on the Investments transferred to the City Account of the Subsidy Fund, cash, if any, held from time to time in the Authority Account of the Subsidy Fund shall be (i) held uninvested, or (ii) at the written direction of the Authority, invested in any securities determined by the Authority to be legally available for the

investment of funds of the Authority maturing on or before the next Payment Date. The earnings on any such securities shall be deposited into the Authority Account of the Subsidy Fund and paid to DNR on each Payment Date.

(f) In the event of the occurrence and continuance of either (i) an Event of Non-Appropriation or (ii) an Event of City Default, which has not been waived by the Authority, the Authority shall provide written notice to the City, DNR and the Escrow Agent that payments to the City pursuant to this Agreement shall be suspended until such default or breach is remedied. The Escrow Agent shall, upon receipt of such notice, immediately suspend payments to the City under Section 5(c) until otherwise instructed in writing by the Authority.

(g) If payments to the City pursuant to this Agreement have been suspended due to an Event of City Default, and such default or breach remains uncured for 60 days following the Authority's notice under Section 5(f) (but could reasonably be expected to be fully remedied within such period) or, in any event, if such default or breach remains uncured for a 12 month period following the Authority's notice under Section 5(f), then the Authority shall provide written notice to the City, DNR and the Escrow Agent that this Agreement shall be terminated. In such event, all remaining money in the City Account of the Subsidy Fund and all remaining money and Investments in the Authority Account of the Subsidy Fund shall be transferred to DNR for deposit in The Water and Wastewater Loan Revolving Fund accompanied by written notice from the Escrow Agent to DNR and the Authority of (i) the amount of the transfer, (ii) the purpose of the transfer, (iii) the transfer method and (iv) any other information reasonably requested by DNR to accurately account for such funds.

(h) Upon the payment in full of the principal of, redemption premium, if any, and interest on the City Bonds, the Authority shall provide written notice to the City, DNR and the Escrow Agent. The Escrow Agent shall, upon receipt of such notice, apply all remaining money and Investments in the Subsidy Fund as follows: (i) all remaining money in the City Account of the Subsidy Fund shall be transferred to the City and (ii) all remaining money and Investments in the Authority Account of the Subsidy Fund shall be transferred to DNR for deposit in The Water and Wastewater Loan Revolving Fund accompanied by written notice from the Escrow Agent to DNR and the Authority of (i) the amount of the transfer, (ii) the purpose of the transfer, (iii) the transfer method and (iv) any other information reasonably requested by DNR to accurately account for such funds.

6. Substitution of Investments.

(a) If any of the Investments are not available for delivery on the date of delivery of this Agreement, the Escrow Agent is directed to accept substitute securities in lieu thereof provided the substitute securities are non-callable, direct obligations of the United States of America. If the original Investments become available and are tendered to the Escrow Agent, the Escrow Agent shall accept such Investments, shall return the substitute securities as directed by such original purchaser and shall notify the Authority and the City of the transaction.

(b) At the written request of the Authority, and upon compliance with the conditions hereinafter stated, the Escrow Agent from time to time may sell, transfer, request the redemption of or otherwise dispose of any of the Investments and to substitute for the Investments so redeemed or otherwise disposed of solely cash or non-callable direct obligations of the United States of America. The Escrow Agent shall purchase such substitute Investments with the proceeds derived from any such sale, transfer, disposition or redemption of the Investments together with any other funds available for such purpose, if any.

7. Reports of the Escrow Agent. As long as any of the City Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent, at least 15 days prior to each Payment Date, shall determine the amount of money which will be available in the City Account of the Subsidy Fund to be paid to the City on the next Payment Date. The Escrow Agent shall certify in writing to the City and the Authority the amount so determined, including all money held by it which was received as interest from Investments from the last Payment Date and any additional amounts received by the Escrow Agent pursuant to Section 5(d).

8. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof, other than as a result of the Escrow Agent's negligence or willful misconduct. The Escrow Agent shall have no lien whatsoever on any of the money or Investments on deposit in the Subsidy Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person(s). The Escrow Agent may consult legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion or instructions of such counsel. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its negligent or willful failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Investments or money received by it, said Investments or money shall be and remain the property of (i) the City, to the extent said funds can be designated as interest earnings on the Investments, whether or not on deposit in the City Account of the Subsidy Fund and (ii) the Authority, to the extent said funds are the Investments and/or can otherwise be designated as the Corpus, whether or not on deposit in the Authority Account of the Subsidy Fund. If for any reason such Investments or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made. The City, to the extent permitted by law, hereby assumes liability for and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Subsidy Fund established hereunder, the acceptance of the cash and securities deposited therein, the purchase of the Investments, the retention of the Investments or the proceeds thereof and any payment, transfer or other application of cash or securities by the Escrow Agent in

accordance with the provisions of this Agreement; provided however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the City be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement.

(d) All covenants, stipulations, promises, agreements and obligations of the Escrow Agent contained in this Agreement shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Escrow Agent, and not of any officer, employee or agent of the Escrow Agent, nor of any incorporator, employee or agent of any successor corporation to the Escrow Agent, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other documents executed in connection therewith.

(e) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any resolution, certification, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(f) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent has no discretionary duties of any kind.

(g) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for (i) any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it is proven that the Escrow Agent was negligent in ascertaining the pertinent facts, or (ii) for the misconduct or negligence of any agent appointed with due care.

(h) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

9. Fees and Costs of the Escrow Agent.

(a) The aggregate amount of the costs, fees, and expenses of the Escrow Agent for ordinary services in connection with the creation of the Subsidy Fund described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement is [**a one-time fee in the amount of \$_____, which amount shall be paid by the City concurrently with the execution and delivery of this Agreement**][**an annual fee in the amount of \$_____, which amount shall be paid by the City, subject to annual appropriation, upon receipt of an invoice from the Escrow Agent**]. Upon written authorization of the City, the costs, fees, and expenses of the Escrow Agent hereunder may be paid from funds on deposit in the City Account of the Subsidy Fund. In addition, should the Escrow Agent be requested or required to perform any services not expressly contemplated by the express terms hereunder, the Escrow Agent shall be entitled to additional compensation therefor.

(b) Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from the City, subject to annual appropriation by the City, of reasonable out-of-pocket,

legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the City and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Agreement.

(c) The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Investments on deposit in the Subsidy Fund for the payment of fees and expenses for services rendered by the Escrow Agent under the Agreement or otherwise.

(d) If the Escrow Agent resigns or is removed prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid to the Escrow Agent for its services under this Agreement.

10. Resignation or Removal of Trustee, Successor Escrow Agent.

(a) The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to DNR, the Authority and the City not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of DNR, the Authority and the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by DNR, the Authority and the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Subsidy Fund, including the money and Investments held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Investments to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

(b) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, by DNR, the Authority and the City. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by DNR, the Authority and the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Subsidy Fund, including the money and Investments held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Investments to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

(c) If the Escrow Agent shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, DNR, the Authority and the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by DNR, the Authority and the City in the manner above provided, and any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

(d) If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by DNR, the Authority and the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to DNR, the the Authority and the City, any retiring Escrow Agent may, at the expense of the City, apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

(e) No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers authorized to do business in the State and organized under the banking laws of the United States or the State and shall have at the time of appointment capital, surplus and undivided profits of not less than \$100,000,000.

(f) Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to DNR, the Authority and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent, DNR, the Authority or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from DNR, the Authority or the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by DNR, the Authority or the City.

(g) Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to DNR, the Authority and the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

11. Amendments. This Agreement may not be repealed, revoked, altered or amended without the written consent of DNR, the Authority, the Escrow Agent and the City.

12. Termination. Unless otherwise terminated early pursuant to the terms of Section 5(g), this Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

13. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with any of the following if the same shall be duly mailed by first class, certified or registered mail addressed (provided, however, that notice to the Escrow Agent will be effective only upon receipt):

(a) To DNR:

Missouri Department of Natural Resources
Financial Assistance Center
P.O. Box 176 (zip code 65102)
1101 Riverside Drive
Jefferson City, Missouri 65101
Attention: Director
Email: sara.pringer@dnr.mo.gov

(b) To the Authority:

State Environmental Improvement and Energy
Resources Authority
425 Madison Street, Second Floor
Jefferson City, Missouri 65101
Attention: Executive Director
Email: joe.boland@eiera.mo.gov

with a copy to:

Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
Attention: David W. Brown, Esq.
Email: dbrown@lewisrice.com

(c) To the City:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance
E-mail: dholtman@springfieldmo.gov

(d) To the Escrow Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department
E-mail: karie.puleo@umb.com

14. Benefit of Escrow Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns, any benefit or any legal or equitable right, remedy or claim under this Agreement.

15. Limitation on Liability. Neither DNR nor the Authority shall be liable for any loss resulting from any investment made pursuant to this Agreement or any action or inaction of the Escrow Agent or the City in connection therewith. No covenant, stipulation, obligation or agreement contained herein or in the Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future trustee, officer, member, director, employee or agent of the Authority in his or her individual capacity.

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

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Electronic Storage of Documents. Unless otherwise specified herein, the transactions and other activities described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will 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.

19. Anti-Discrimination Against Israel Act.

(a) The State has adopted the “Anti-Discrimination Against Israel Act,” Section 34.600, Revised Statutes of Missouri (the “*Anti-Discrimination Act*”), which provides that “[a] public entity shall not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.” The Anti-Discrimination Act provides that any contract that fails to comply with the Anti-Discrimination Act’s provisions shall be void as against public policy.

(b) The Escrow Agent hereby certifies and agrees that, to the extent the Anti-Discrimination Act is applicable to this Agreement, the Escrow Agent is not currently engaged in and shall not, for the duration of this 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 with the State of Israel, in all respects within the meaning of the Anti-Discrimination Act.

(c) The foregoing certification shall not be deemed an admission or agreement that the Anti-Discrimination Act is applicable to this Agreement but the foregoing certification is provided if the Anti-Discrimination Act is applicable. If the Anti-Discrimination Act is initially deemed or treated as applicable to this Agreement, but it is subsequently determined not to apply to this Agreement for any reason including by reason of applicable federal law, including without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Discrimination Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Discrimination Act, then the foregoing certification shall cease and not exist.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

21. Dispute. In the event of any disagreement among the parties hereto, or any other person, resulting in adverse claims and demands being made in connection with or for any papers, money or property involved herein, or affected hereby, the Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as such disagreement shall continue, and in so refusing to make any delivery or other disposition of any money, Investments, papers or property involved or affected hereby, the Escrow Agent shall not be or become liable to the undersigned or to any person named in such instructions for its refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to refuse and refrain to act until: (a) the rights of the adverse claimants shall have been

fully and finally adjudicated in a Court assuming and having jurisdiction of the parties and money, papers and property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing, signed by all the interested parties.

22. Earnings Allocation; Tax Matters; Regulatory Compliance. The parties hereto agree that, for tax reporting purposes, all interest or other income, if any, attributable to the Investments or any other amount held in the Authority Account of the Subsidy Fund by the Escrow Agent pursuant to this Agreement shall be allocable to DNR and all amounts held in the City Account of the Subsidy Fund by the Escrow Agent pursuant to this Agreement shall be allocable to the City. The City and DNR agree to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. persons) and other forms and documents that the Escrow Agent may reasonably request (collectively, “*Tax Reporting Documentation*”) at the time of execution of this Agreement. Additionally, the parties hereto agree that they will provide any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act of 1970, as amended from time to time, which information will be used to verify the identities of the parties to ensure compliance with the terms of such acts. The parties hereto understand that if such Tax Reporting Documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

MISSOURI DEPARTMENT OF NATURAL
RESOURCES

By: _____
Title: Director

[Subsidy Escrow Agreement]

STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

By: _____
Title: Executive Director

[Subsidy Escrow Agreement]

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

[Subsidy Escrow Agreement]

UMB BANK, N.A., as Escrow Agent

By: _____
Title: Authorized Officer

[Subsidy Escrow Agreement]

SCHEDULE 1
TO SUBSIDY ESCROW AGREEMENT
AMORTIZATION SCHEDULE FOR CITY BONDS¹

¹ Upon any partial redemption of the City Bonds or any modification to the payment schedule of the City Bonds pursuant to the terms of the City Bond Ordinance, the City will provide a replacement Schedule 1 to the Escrow Agent reflecting such changes.

SCHEDULE 2
TO SUBSIDY ESCROW AGREEMENT
INVESTMENTS

SCHEDULE 3
TO SUBSIDY ESCROW AGREEMENT
PAYMENTS FROM SUBSIDY FUND



EXPLANATION TO COUNCIL BILL 2023-165 (CARROLL)

FILED: 06/13/2023

ORIGINATING DEPARTMENT: City Manager

TITLE: A special ordinance amending Special Ordinance 27775, Section 5, to authorize the use of up to \$1,927,610 of the City's Coronavirus State and Local Recovery Funds which have been set aside for homelessness and housing projects and are to be used for the acquisition, construction, renovation, or rehabilitation of buildings to create one or more non-congregate shelters to be used to create either non-congregate or congregate shelters; and authorizing the City Manager to enter into funding agreements as necessary with recipients of such funds.

PURPOSE: To amend Special Ordinance 27775 to provide flexibility in using the City's Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), established by the American Rescue Plan Act ("ARPA") of 2021 funds for the development of homeless shelter that does not have the non-congregate restrictions and authorizing the City Manager to enter into funding agreements as necessary with certain recipients. (City staff and City Manager recommend this change.)

BACKGROUND INFORMATION: The American Rescue Plan Act of 2021 was passed by Congress on March 10, 2021, and signed into law on March 11, 2021. The Act provides \$1.9 trillion in aid for families, governments, businesses, schools, non-profits, and others impacted by COVID-19. Of the \$350 billion in the Fiscal Recovery Fund administered by the U.S. Department of the Treasury, the City of Springfield directly received an allocation of \$40,276,290.

Through Special Ordinance 27730, City Council directed a \$7,000,000 allocation of the SLFRF for homelessness and housing, with projects to be recommended by the City Council ARPA Review Committee. That Committee recommended and Council adopted a \$2,785,297 allocation under Special Ordinance 27775 to be paired with the City's HOME-American Rescue Plan ("HOME-ARP") Grant from the U.S. Department of Housing and Urban Development ("HUD") for homeless shelter development. The HOME-ARP Grant restricts the use of those funds for Non-Congregate shelter, but the SLFRF Grant does not have the same restriction. The Planning and Development Department staff received a proposal from The Kitchen, Inc. ("TKI"), to develop a Non-congregate shelter but before a final award could be prepared, TKI received an award of \$2,500,200 for the same shelter project from The State of Missouri Department of Economic Development ("MO DED"). That reduction freed up \$1,927,610 of the SLFRF. Staff believes that those funds can be applied to a shelter that allows for congregate development(s). Staff intends to solicit proposals for shelters without the non-congregate restriction.



The approval of this Ordinance will remove the non-congregate restriction and authorize the City Manager, or his designee to solicit proposals for additional homeless shelter(s). The approval of this Ordinance will also authorize the City manager to enter into funding agreements as necessary with recipients selected by solicitation of proposals that will meet the commitment requirements of the SLFRF and ensure successful project completion.

REMARKS: Staff and City management recommend approval.

Submitted By: Collin Quigley, Deputy City Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/14/2023

Attachments: 1. ARPA Amendment for Shelter_ord

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 06-20-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-165

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 27775, Section 5, to authorize the use of up to
2 \$1,927,610 of the City's Coronavirus State and Local Recovery Funds
3 which have been set aside for homelessness and housing projects and
4 are to be used for the acquisition, construction, renovation, or
5 rehabilitation of buildings to create one or more non-congregate shelters
6 to be used to create either non-congregate or congregate shelters; and
7 authorizing the City Manager to enter into funding agreements as
8 necessary with recipients of such funds.
9 _____

10
11 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
12 March 11, 2021, established Coronavirus State and Local Fiscal Recovery Funds
13 ("Recovery Funds") to provide emergency funding for eligible state, local, territorial, and
14 Tribal governments; and
15

16 WHEREAS, the City was awarded \$40,276,290 in Recovery Funds, and City
17 Council accepted these funds through Special Ordinance 27538 passed on July 26,
18 2021; and
19

20 WHEREAS, City Council, through Special Ordinance 27730 adopted on July 25,
21 2022, set aside \$7,000,000 of the City's Recovery Funds for projects related to
22 homelessness and housing, with such projects to be recommended by the City Council
23 ARPA Review Committee; and
24

25 WHEREAS, the City Council ARPA Review Committee met on October 11, 2022,
26 and voted to recommend an allotment of the funds set aside for projects related to
27 homelessness and housing, and said allotment included \$2,785,297 to be utilized jointly
28 with the City's HOME-American Rescue Plan grant from the U.S. Department of
29 Housing and Urban Development, with this joint funding to allow for the acquisition,
30 construction, renovation, or rehabilitation of buildings to create one or more non-
31 congregate shelters. The HOME-American Rescue Plan grant restricts the use of those
32 funds to non-congregate shelters; but Recovery Funds have no such restriction; and
33

34 WHEREAS, Planning and Development Department staff received a proposal
35 from The Kitchen, Inc., to develop a non-congregate shelter but before a final award
36 could be prepared, The Kitchen received an award of \$2,500,200 for the same shelter
37 project from the State of Missouri Department of Economic Development, freeing up
38 \$1,927,610 of the City's Recovery Funds; and
39

40 WHEREAS, City staff believes the freed-up Recovery Funds can be applied to
41 congregate shelters as well as non-congregate shelters, and staff wishes to solicit
42 proposals for shelters without the non-congregate restriction included in Special
43 Ordinance 27775.
44

45 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
46 SPRINGFIELD, MISSOURI, as follows, that:
47

48 Section 1 – Special Ordinance 27775, Section 5, is hereby amended by
49 authorizing the use of up to \$1,927,610 of the City's Coronavirus State and Local
50 Recovery Funds, which have been set aside for homelessness and housing projects
51 and are to be used for the acquisition, construction, renovation, or rehabilitation of
52 buildings to create one or more non-congregate shelters, to be used to create either
53 non-congregate or congregate shelters.
54

55 Section 2 – City Council hereby authorizes the City Manager, or his designee, to
56 enter into any necessary funding agreements with recipients of funds for the projects
57 identified in Section 1 above, provided that any agreements or documents executed
58 pursuant to this authority are in a form approved by the City Attorney.
59

60 Section 3 – This Ordinance shall be in full force and effect from and after
61 passage.
62

63 Passed at meeting: _____
64

65 _____
66 Mayor
67

68 Attest: _____, City Clerk
69

70 Filed as Ordinance: _____
71

72
73 Approved as to form: Rhonda Lewsader, City Attorney
74

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



EXPLANATION TO JEAN C. KNAPP WISHES TO ADDRESS CITY COUNCIL.

FILED: 06/21/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO ANGELA ALLEN WISHES TO ADDRESS CITY COUNCIL.

FILED: 06/21/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO NANCY DOMAN WISHES TO ADDRESS CITY COUNCIL.

FILED: 06/21/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
APPOINTMENTS TO**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO COUNCIL BILL 2023-166 (CARROLL)

FILED: 06/07/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and NEXSTAR Media Group, Inc., dba KSNF-TV/KODE-TV, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield throughout the regional roadway network.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and NEXSTAR Media, Inc., dba KSNF-TV/KODE-TV, (hereinafter, "Media Company") for the sharing of video from the closed-circuit television (CCTV) traffic monitoring cameras owned and operated by Missouri Department of Transportation (MoDOT) and the City of Springfield throughout the regional roadway network.

BACKGROUND INFORMATION:

This agreement defines the terms under which the City and MoDOT will provide a web-based user account to the Media Company. The user account will allow access to the traffic monitoring video feed through the Transportation Management Center's video distribution software.

The agreement restricts the use of the video feed solely for the purpose of providing travel information to the public and specifically prohibits the Media Company from selling or charging a fee for the video; systematically recording the video for purposes other than traffic reports; misrepresenting the timing and source of the video; misrepresenting the availability of video to others; placing streaming video on websites; and/or showing video of any accident victims or close-ups of emergency response activities. Furthermore, the agreement requires that the OzarksTraffic logo remain visible on all video provided to the Media Company, and that the Media Company verbally acknowledge the source of the video each time it is used on air as "OzarksTraffic cameras" or as "OzarksTraffic cameras brought to you by (or courtesy of) MoDOT and City of Springfield".

Supports the following 2023 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety



REMARKS: This agreement is an example of the City and MoDOT working together with local media to improve regional traveler information. There is no financial commitment for any of the parties to the agreement. Video access provided to NEXSTAR Media, Inc. is non-exclusive, and the City and MoDOT reserve the right to allow access to other media companies through similar agreements. Public Works recommends approval of this Council Bill.

Submitted By: Kirk Juranas, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 6/13/2023

Attachments:

1. OzarksTraffic Video Sharing Agreement_ord
2. OzarksTraffic Video Sharing Agreement_NEXSTAR Media_EXHIBIT 1

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 06-20-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-166

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Missouri Highways and Transportation Commission and NEXSTAR
3 Media Group, Inc., dba KSNF-TV/KODE-TV, for the purpose of sharing
4 video from the closed-circuit television traffic monitoring cameras
5 owned and operated by Missouri Department of Transportation and the
6 City of Springfield throughout the regional roadway network.
7
8

9 WHEREAS, the City and Missouri Highways and Transportation Commission
10 ("MHTC") desire to enter into an agreement to share video from the closed-circuit
11 television ("CCTV") traffic monitoring cameras; and
12

13 WHEREAS, this agreement allows NEXSTAR Media Group, Inc., dba KSNF-
14 TV/KODE-TV, to access the CCTV traffic monitoring cameras so that they can provide
15 the community with a traffic report.
16

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

20 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
21 enter into an agreement with the MHTC and NEXSTAR Media Group, Inc., dba KSNF-
22 TV/KODE-TV, in substantial conformity with "Exhibit 1" attached hereto and
23 incorporated herein by reference.
24

25 Section 2 – This Ordinance shall be in full force and effect from and after
26 passage.
27

28 Passed at meeting: _____
29

30 _____
31 Mayor
32

33 Attest: _____, City Clerk

34 Filed as Ordinance: _____

35

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXHIBIT 1

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 03/22 (GH)
Modified:

MoDOT District: SW
MoDOT Agreement Administrator: Marc Lewis
eAgreement No.: 2023-05-79619

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD, MISSOURI OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and NEXSTAR Media, Inc. dba KSNF-TV/KODE-TV, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken an Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC, and City as engaged in the Traffic Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the Traffic Management Center (TMC) and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed-circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, MO 65802. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

- (1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
- (2) Duplicate or reproduce the CCTV in any manner for any cost or fee, except for the purpose of providing entire taped news broadcasts.

- (3) Systematically record CCTV for purposes other than traffic reports.
- (4) Misrepresent the timing and source of the CCTV.
- (5) Misrepresent the availability of the CCTV to others.
- (6) Place streaming or captured CCTV images on websites.
- (7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV.

(5) INSTALLATION OF EQUIPMENT AT OZARKSTRAFFIC TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with OzarksTraffic. If any equipment is installed by the Company that interferes or disrupts OzarksTraffic or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency arises in which the Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily

be identified.

(G) The Company shall not be allowed to enter the TMC to maintain the equipment at times other than the regular operating hours of MHTC, District 4.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: The Company does hereby agree to indemnify, hold harmless against, and defend OzarksTraffic, City and MHTC, including its agents, employees and assigns or assignees, from any claims, costs, expenses, damages, and liabilities arising from or pertaining to the use and/or possession of the CCTV by the Company, its agents, employees, assigns or assignees, contractors, subcontractors or independent contractors.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(9) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(10) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) NEXTAR Media, Inc, dba as KSNF-TV/KODE-TV
1502 S Cleveland Ave
Joplin, MO 64801
Telephone No.: 417-781-2345 x2267
bpottorff@nextar.tv
- (B) TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

or to such other place as the Parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(11) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in

this Agreement without the prior written consent of OzarksTraffic.

(12) **LAWS TO GOVERN:** For any action brought against the City, and/or employee(s) of the City, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

(13) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(14) **SOVEREIGN IMMUNITY:** Nothing herein shall be construed as consent by the MHTC sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(15) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(16) **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) **DISPUTES:** Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(18) **SEVERABILITY:** If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(19) **AUTHORITY TO EXECUTE:** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) **DURATION:**

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2) years from the date of execution of this Agreement. This Agreement may be renewed for two additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1 and 2 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1 and 2, OzarksTraffic will

send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company's access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(21) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(22) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the OzarksTraffic TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

(The signature page immediately follows this paragraph.)

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the date last written below.

Executed by the Company on _____ (DATE).

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

**NEXSTAR MEDIA, INC.
dba KSNF-TV/KODE-TV**

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

ACKNOWLEDGMENT BY COMPANY

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
3. OzarksTraffic shall not be responsible for damage caused to Company's equipment by any acts of nature.
4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

Building Installation Requirements

1. No welding on any portion of building will be allowed.
2. No drilling of holes on any structural component of the building will be allowed.
3. All cabling shall be run through a steel conduit.
4. All cables and conduit shall be labeled.
5. All cable plans and paths shall be approved by OzarksTraffic or designated representative.
6. An electrician certified power plan shall be approved by OzarksTraffic or designated representative.
7. Company must use non-RF emitting cable.
8. Company must use existing conduit to access rooftop with cabling.
9. Company must test for interference or conflicts.
10. Equipment racks must be approved by OzarksTraffic or designated representative.
11. Equipment racks shall be located in the designated room in the building.
12. Rooftop equipment shall be confined on the center fin walled area of the building.

Access to Building

1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
2. All work shall be completed during normal working hours or as approved by the designated OzarksTraffic contact person.
3. All work to be done on and around the roof shall be restricted to the pathway designated by OzarksTraffic. The designated pathway is for maintenance and preservation of the roof's structural integrity.

Cost

1. Any damage or additional cost to OzarksTraffic, City and MHTC equipment and/or facilities resulting from the Company shall be reimbursed at no cost to and to the satisfaction of OzarksTraffic, City and MHTC within 30 days.
2. Company will be responsible for any costs that might incur as a result of upgrades, maintenance, or modifications by OzarksTraffic to the system and equipment.

Exhibit 2

As a partner in this program, Company agrees to provide the following service for OzarksTraffic at no charge:

1. Company will use verbal tag line provided by OzarksTraffic, MHTC and City each time OzarksTraffic CCTV is broadcast. See Exhibit 3 for specific tag lines. OzarksTraffic, MHTC and City will provide a brand logo as part of the CCTV feed. The logo will appear in a prominent position of the OzarksTraffic feed. The logo cannot be altered, masked or covered in any way. This agreement does not obligate the Company to broadcast the CCTV and does not prohibit other sponsorship logos to be displayed during the traffic reports.
2. Company will broadcast three (3), thirty (:30) second Public Service Announcements (PSAs) per week for a total of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcements for broadcast. Company shall broadcast all PSAs during the hours of 5:30am to 10:30 pm. Monday through Friday. Proof of performance of all PSAs will be required at the end of each month. Company shall provide OzarksTraffic with one copy of an air-check in DVD Format quarterly and grant OzarksTraffic copyright for re-broadcast. Company will broadcast one (1), ten (10) second PSA during each of its weekday morning newscasts for a period of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcement, featuring the OzarksTraffic logo and web site address, for broadcast. Company may partner with OzarksTraffic in being a sponsor in the message upon mutual agreement.
3. Company agrees to provide technical assistance from Company's engineering staff for addressing OzarksTraffic technical issues regarding Company's connectivity to the OzarksTraffic system.
4. Company shall provide a hypertext link using the OzarksTraffic logo on Company web site, if applicable, to the OzarksTraffic homepage.
5. Company shall provide a written annual report to OzarksTraffic for each of its broadcast stations utilizing OzarksTraffic images. The report should include a description of population reach and other demographic information relevant to traffic reports, sponsorships, and traffic reports for OzarksTraffic monitoring of traveler information services.
6. If Company broadcasts radio traffic reports, Company will use verbal tag line provided by OzarksTraffic each time OzarksTraffic is used to gain broadcast information. In addition, Company shall broadcast ten (10), thirty (30) second Public Service Announcements (PSAs) per radio station, per month, to run Best Time Available for six months. Content will be determined by OzarksTraffic or its designated agent. In addition, Company shall provide one (1) OzarksTraffic traffic report sponsorship per day per radio station for six months. Proof of performance of all PSAs and sponsorships will be required at the end of each month.

Exhibit 3

1. Company will use verbal tag lines provided by OzarksTraffic, each time an OzarksTraffic CCTV image is broadcast for the duration of the contract. The Company and its spokespersons shall **not** take ownership of OzarksTraffic CCTVs referring to them as “our” OzarksTraffic cameras. It must be clearly stated the CCTV feeds are provided by OzarksTraffic, MHTC and City in one of the following ways:

- a. OzarksTraffic cameras brought to you by MoDOT and City of Springfield; or,
- b. OzarksTraffic cameras courtesy of MoDOT and City of Springfield; or,
- c. OzarksTraffic cameras



EXPLANATION TO COUNCIL BILL 2023-167 (SIMPSON)

FILED: 06/08/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Mia Kaufman, and the reappointment of Tyler Creach and Kerry Rovig, to the Board of Directors of the Brentwood N/S Community Improvement District. (Staff recommends approval.)

PURPOSE: To appoint Mia Kaufman and reappoint Tyler Creach and Kerry Rovig to the Brentwood N/S Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION:

As required by the petition establishing the Brentwood N/S Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following individuals be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term</u>	<u>Notes</u>
3	Tyler Creach	Property Owner Representative	1/23/2027	Reappointment
4	Kerry Rovig	Property Owner Representative	1/23/2027	Reappointment
5	Mia Kaufman	Property Owner Representative	1/23/2027	New appointment

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 6/13/2023

Attachments: 1. Brentwood NS CID_res

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 06-20-23

Sponsored by: Simpson

COUNCIL BILL 2023-167 RESOLUTION

A RESOLUTION

1 CONFIRMING the appointment of Mia Kaufman, and the reappointment of Tyler
2 Creach and Kerry Rovig, to the Board of Directors of the Brentwood
3 N/S Community Improvement District. (Staff recommends approval.)
4 _____
5

6 WHEREAS, on January 23, 2017, City Council passed Special Ordinance No.
7 26840, which established the Brentwood N/S Community Improvement District ("CID");
8 and
9

10 WHEREAS, the Brentwood N/S CID petition established the qualifications and
11 process for appointing the members of the Brentwood N/S CID Board of Directors
12 through appointment by the Mayor with confirmation by City Council; and
13

14 WHEREAS, there is presently a need to appoint three members to the
15 Brentwood N/S CID Board of Directors; and
16

17 WHEREAS, the Brentwood N/S CID Board of Directors submitted a slate to the
18 City Clerk recommending the appointment of Mia Kaufman, and the reappointment of
19 Tyler Creach and Kerry Rovig, to the Brentwood N/S CID Board of Directors.
20

21 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
22 SPRINGFIELD, MISSOURI, as follows, that:
23

24 Section 1 – The Mayor hereby appoints Mia Kaufman, and reappoints Tyler
25 Creach and Kerry Rovig, and City Council hereby confirms the same, as members of
26 the Board of Directors of the Brentwood N/S CID, with terms to expire on January 23,
27 2027.
28

29 Section 2 - This Resolution shall be effective immediately upon adoption.
30

31 Passed at meeting: _____
32
33
34
35

Mayor

36
37
38
39
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41
42
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45

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Jill Bunn, Assistant City Attorney

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



EXPLANATION TO COUNCIL BILL 2023-154 (HORTON, MCGULL)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: 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 Sky Light Surface Park Subdivision, generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

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 Sky Light Surface Park Subdivision, generally located in the 3400-4000 block of East Division Street, and the 1600-2200 block of North Le Compte Road upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Sky Light Surface Park Subdivision dated March 28, 2023 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B."

B. The Planning and Zoning Commission held a public hearing on May 11, 2023, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions.

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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

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

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

REMARKS: Staff recommends approval.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Sky Light Surface Park Subdivision_ord
2. Sky Light Surface Park Subdivision_exhA
3. Sky Light Surface Park_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 05-30-23

Sponsored by: Horton, McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-154

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 Sky Light Surface Park Subdivision, generally
4 located in the 3400 to 4000 block of East Division Street and the 1600
5 to 2200 block of North Le Compte Road, upon the applicant filing and
6 recording a final plat that substantially conforms to the preliminary
7 plat; and authorizing the City Clerk to sign the final plat upon
8 compliance with all the terms of this Ordinance. (Staff recommends
9 that City Council accept the public streets and easements.)
10 _____
11

12 WHEREAS, an original Preliminary Plat of Sky Light Surface Park Subdivision,
13 dated March 28, 2023, is on file with the City's Department of Planning and
14 Development; and
15

16 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
17 Missouri, held a public hearing and conditionally approved the Preliminary Plat of Sky
18 Light Surface Park Subdivision, which is generally located in the 3400 to 4000 block of
19 East Division Street and the 1600 to 2200 block of North Le Compte Road, on May 11,
20 2023, a copy of the Record of Proceedings from said public hearing being attached
21 hereto and incorporated herein by this reference as "Exhibit A."
22

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

26 Section 1 – City Council hereby authorizes the Director of Planning and
27 Development, on behalf of the City of Springfield, to accept the land, easements, and
28 improvements dedicated to the City, as shown on the Preliminary Plat of Sky Light
29 Surface Park Subdivision, which is generally located in the 3400 to 4000 block of East
30 Division Street and the 1600 to 2200 block of North Le Compte Road, as approved by
31 the Planning and Zoning Commission. The original plat of Sky Light Surface Park
32 Subdivision is on file in the Department of Planning and Development ("Approved
33 Preliminary Plat"), a reduced version of which is attached hereto for general reference

as "Exhibit B – Attachment 3." All of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

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

80 Approved for Council action: Juan C. Hage, City Manager

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SKY LIGHT SURFACE PARK SUBDIVISION

COMMISSION ACTION: (combine presentation)

Mr. Knuckles motioned to **combine** the presentation for Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) and Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road). Mr. Lebeck seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Preliminary Plat of Sky Light Surface Park
3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road
Applicant: Springfield Underground, Inc.

Mr. Hosmer stated that this is a request to subdivide approximately 402 acres of property generally located in the 3400-4000 block of East Division Street, 1600-2200 block of North Le Compte Road into nine (9) lots and will be active for two years if approved.

Mr. Scott asked about the plat being active for two years.

Mr. Hosmer stated they need to get everything completed and escrowed before a Final Plat can be approved.

Mr. Knuckles asked about traffic control on the project.

Mr. Hosmer stated that they will have a traffic impact study completed at each phase and the developer will be required to complete each study and it will be reviewed by City and MoDot.

Additional comments and speakers represented on Planned Development 229 2nd Amendment as these were combined.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) subject to the conditions listed in Attachment 2 of the staff report on this item. Mr. Lebeck seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

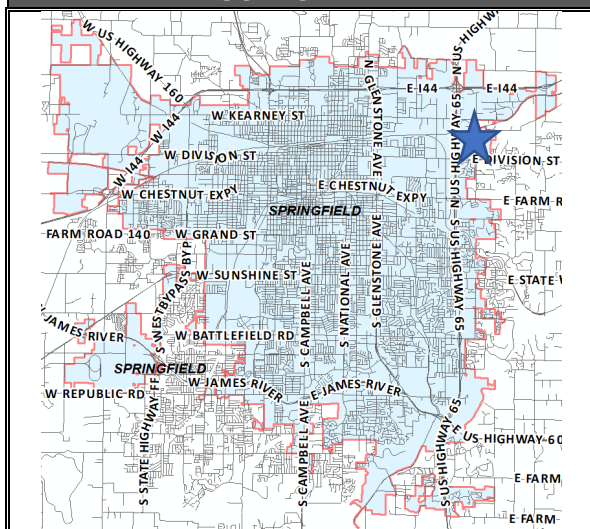


Bob Hosmer, AICP
Planning Manager

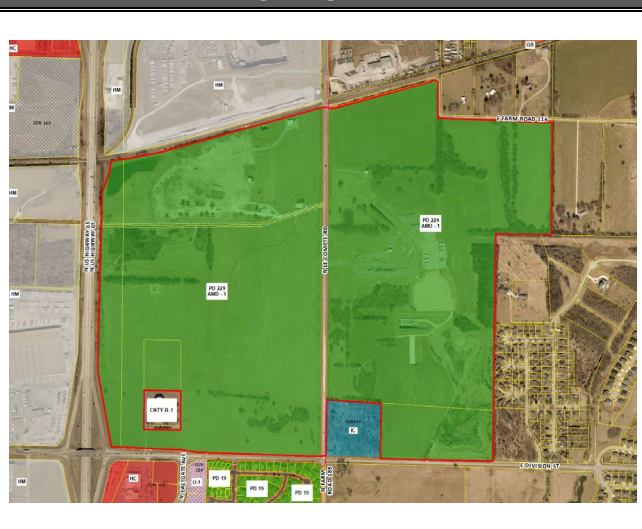
PROJECT INFORMATION

PROJECT SUMMARY:

LOCATION MAP



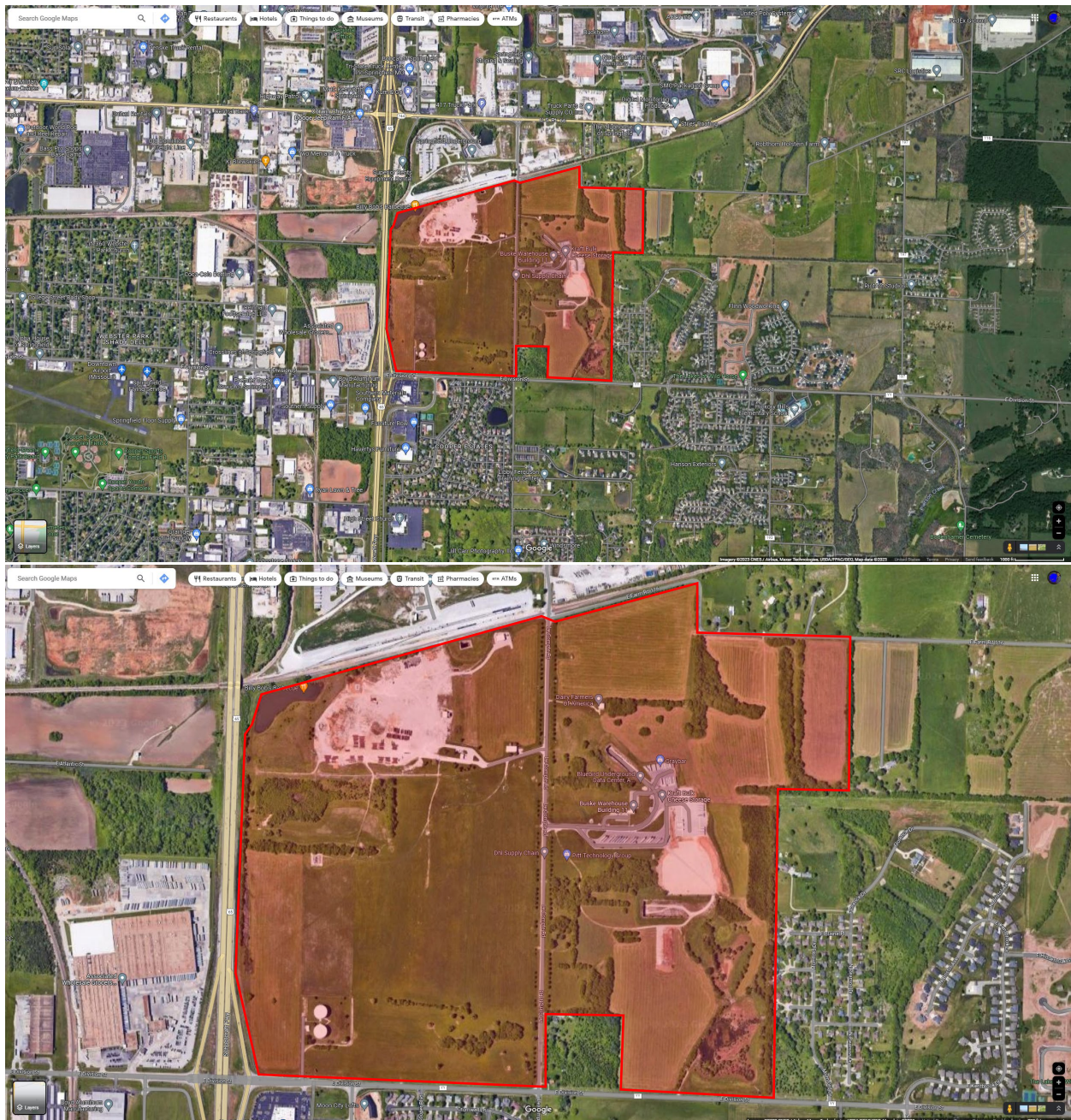
ZONING MAP



Page 1083 of 1128

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the city in 1999. It was rezoned to Planned Development 229 that same year. It was again rezoned to amend the Planned Development in 2004. The property has not been through the Major Subdivision process.

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.

DEVELOPMENT REVIEW STAFF REPORT

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 229, Am. 1
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	60 feet as measured from the mean grad elevation of the lot. However, no structure shall be higher than its horizontal distance from any right-of-way line
Front yard setback	Varies
Side and rear yard setback	Varies
Street Classification	Division Street – Primary Arterial Le Compte Road – Secondary Arterial Farm Road 116 – Primary Arterial
Sidewalks	Sidewalks are required along all public streets.
Open Space Requirements	A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.

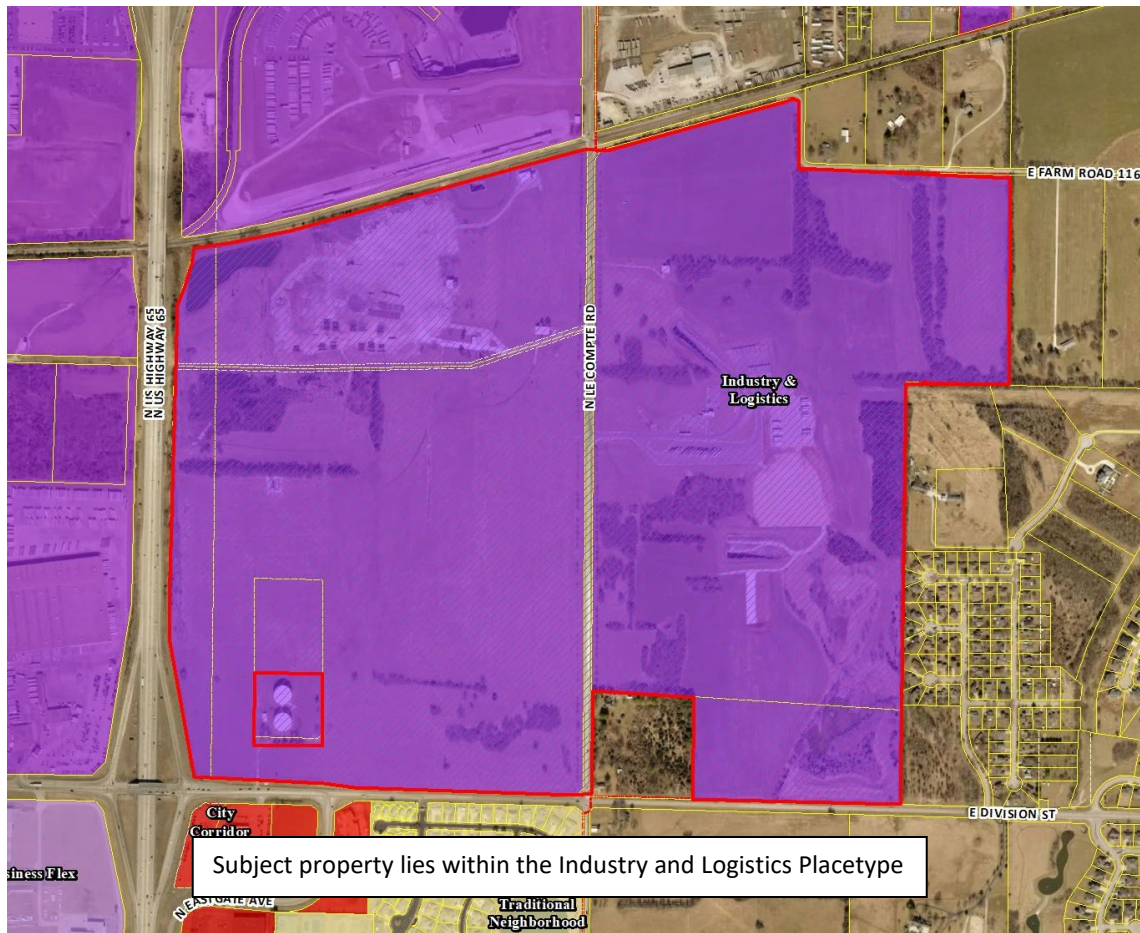
COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: INDUSTRY AND LOGISTICS

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Industry and Logistics Placetype. This placetype is predominately comprised of industrial, warehouse, and distribution type uses with design characteristics primarily focused on stormwater management and the diversion of truck traffic away from quiet residential or commercial streets. The proposed subdivision fronts two Primary Arterials and a Secondary Arterial Street, which is primarily used by truck traffic for various industrial and high-intense uses. The regional access from this site to the highway is adequate in directing truck traffic away from residential streets. Internal streets are also to be dedicated with this plat to further help in managing access to and from the subject property. Access to major roads and the size of the lots proposed will encourage industrial, commercial, and multifamily developments as allowed by the current zoning.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

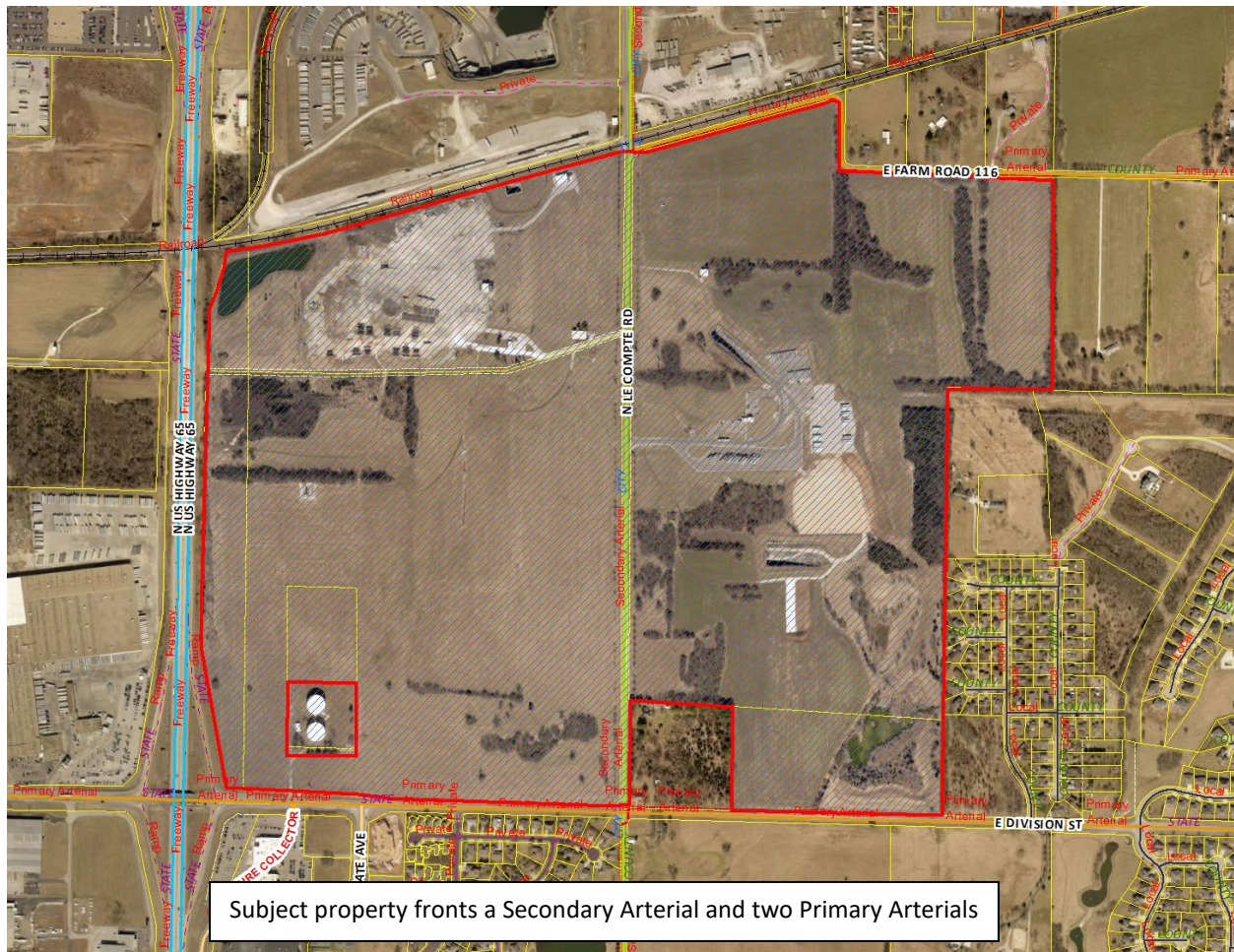
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM / County M-2	HC / O-1 / PD 19	County A-1 / County R-1	HM
LAND USE	Industrial	Commercial / Residential	Residential	Industrial
PLACETYPES	Industry and Logistics	City Corridor / Traditional Neighborhood	Traditional Neighborhood	Industry and Logistics

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 402 acres of land into a nine (9) lot subdivision named "Sky Light Surface Park."
2. Public streets are to be dedicated with this plat, including an extension of Eastgate Avenue, and the newly dedicated street, Summerset Street. The existing Farm Road 116 will be diverted further south from its current intersection with Le Compte Road. This section of road will be renamed to Old Wire Road as it will be within city limits.
3. The final plat is planned to be done in two phases. Phase I is to include Lots 1-3, with all necessary public improvements to support the lots. Phase II will include the rest of the plat.
4. All lots meet the requirements of the subdivision regulations.
5. 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.
6. 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**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulation.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

No issues generally with the preliminary plat. All proposed lots will have access to existing 3-Phase Electric/Gas/Water facilities along either Le Compte or Division St. Utility main extensions along new proposed streets will still be needed to provide lighting and may be desired for anticipated future development. Areas where relocation/lowering of existing facilities are likely to be needed: 1) New proposed connection of Eastgate north of Division (Electric pole conflict and water mains may need to be relocated/lowered). CU is still planning to pothole the 16" water main that has been indicated outside of the easement in this area to determine its location. 2) New proposed intersection of Summerset and Le Compte (Electric pole/service conflict) If the current driveway access to CU's water tank property is still required to be moved as indicated by the Division St access restrictions in the PD language, that would need to be done as part of the public improvements. On proposed lot 6 near the SE corner, there is an area where CU has existing OH Electric & Fiber facilities where no easement is indicated. If an easement cannot be found CU will likely request a new easement be dedicated.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

The only lots that currently have access to public sewer are lots 3, 4, 6, 7 and 9. Public sewer extensions will be required for lots 1, 2, 5 & 8. The sewer should be extended to the buildable area of those lots. Sanitary Sewer Public improvement plans will be required before any final plats or building plans could be approved. The public improvements must be completed or escrowed before the final plat can be approved. There is an existing \$0.0147 per square foot trunkline fee for portions of these lots that would need to be paid as part of any public improvement plans submitted for the plat. This fee is based on the area of the lots and will be added to the engineering and inspection fees for the public improvement plans. Some portions of this fee were paid with previous public improvement plans.

3. FIRE DEPARTMENT:

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

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

All Stormwater improvements of the project are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the proposed preliminary plat, there is no proposed change to the Stormwater Requirements Language. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DEVELOPMENT REVIEW STAFF REPORT

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works. **(In this case, a fee in lieu of on-site stormwater detention will not be allowed as detention is required)**
 - a. Detention is required for all developments on the effect properties. There is an existing detention and water quality basin on the SE tract of the property, this basin will need to meet current Stormwater Regulations at time of development.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

Sinkhole and Karst Features:

1. The Site contains one or more known sinkholes and will discharge to one or both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance (O&M) agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.
4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

Street classification, right-of-way, & jurisdiction

City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway, and both E. Division Street and E. Atlantic Street (Farm Road 116) as Primary Arterial roadways. The standard right-of-way width from the centerline of N. Le Compte Road is 35 feet. The standard right-of-way width from the centerline of E. Division Street is 50 feet. The standard right-of-way width from the centerline of E. Atlantic Street is 30 feet. It appears that additional right-of-way is needed along N. Le Compte Road, E. Division Street and E. Atlantic Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Le Compte Road and E. Atlantic Street are city-maintained streets and E. Division Street is a state-maintained street.

Access

All access to the development shall be per the traffic study, planned development, current MoDOT standards and/or current City of Springfield standards.

Sidewalk

Per the planned development, sidewalks are required along all public streets.

Improvements

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Le Compte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	40	50
Street 3	FR 116)	Primary Arterial	No	20	30

4. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

Any required public improvements must be built or escrowed prior to approval of final plat. Contact Andrew Flippin (417-864-1946; aflippin@springfieldmo.gov) for escrow information if this is the route chosen.

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:

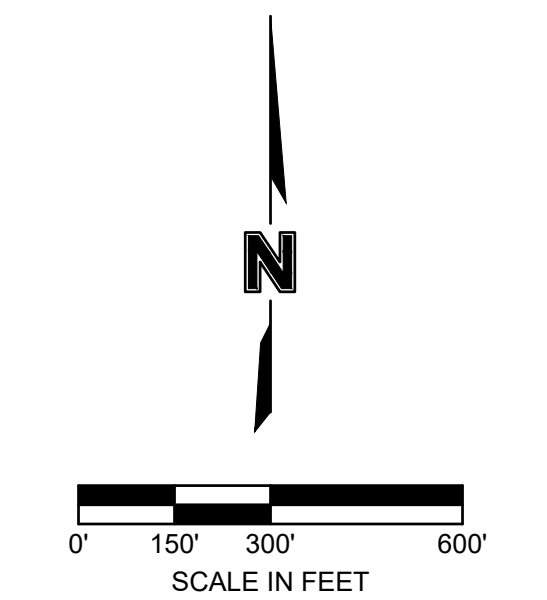
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required 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.

OWNER/DEVELOPER	PREPARED BY
Springfield Underground, Inc. P.O. Box 2240 Springfield, MO 65801	Olsson, Inc. 550 St. Louis Street Springfield, MO 65806

Two parcels of land being all of the same property as described in Book 1559, Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22, Book 1768, Page 1086 and Book 2604, Page 621, lying South of the St. Louis - San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

LINE TABLE		
#	Direction	Length
L1	N87°22'12"W	217.24'
L2	S02°37'48"W	79.65'
L3	N87°22'12"W	483.19'
L4	N87°14'56"W	724.31'
L5	N78°05'09"W	252.61'
L6	N87°25'05"W	250.00'
L7	N47°05'52"E	140.77'
L8	N04°16'08"E	49.28'
L9	N08°44'30"E	76.65'
L10	N87°22'12"W	427.01'
L11	N10°44'04"E	73.32'
L12	N01°06'55"E	375.14'
L13	N27°15'24"E	204.68'
L14	S37°46'13"E	62.85'
L15	N89°57'05"E	111.49'
L16	S86°15'33"E	176.84'
L17	N87°29'29"E	13.83'
L18	N42°17'20"W	14.39'
L19	N86°15'33"W	179.54'
L20	S89°57'05"W	111.49'
L21	S42°39'36"W	82.79'
L22	S27°15'24"W	204.68'
L23	S01°26'31"W	516.31'
L24	S27°56'27"E	161.76'
L25	S84°41'31"E	131.22'
L26	S87°22'12"E	1276.36'
L27	N07°09'43"E	66.09'
L28	S01°28'07"W	399.22'
L29	S01°28'07"E	347.42'
L30	N01°28'07"W	369.65'
L31	N01°28'07"E	421.46'
L32	S42°23'08"E	38.78'
L33	S01°14'30"W	296.24'
L34	S01°14'30"E	421.45'
L35	S01°14'30"W	362.67'
L36	S02°39'30"W	350.20'
L37	N02°39'02"E	333.21'
L38	N43°39'30"W	74.97'
L39	N61°24'29"E	61.18'
L40	N01°24'30"W	1384.16'
L41	N01°24'30"E	1429.41'
L42	N00°59'50"E	287.45'
L43	N01°00'57"E	311.79'
L44	S43°35'30"E	70.71'
L45	S46°24'30"E	70.71'
L46	S59°51'37"W	136.24'
L47	S87°26'26"E	26.32'
L48	S87°26'26"E	304.81'
L49	N41°12'38"W	64.22'



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Site Grid Factor: 0.99992062
N: 510601.689 E: 1431508.092

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C1	5365.39'	886.01'	9°27'41"	885.00'	N80°00'14"E
C2	45.00'	82.80'	105°25'07"	71.60'	S51°35'44"E
C3	430.00'	171.95'	22°54'41"	170.81'	N15°48'04"E
C4	370.00'	166.49'	25°46'56"	165.09'	N14°21'56"E
C5	430.00'	674.95'	89°56'02"	607.76'	N46°26'29"E
C6	360.00'	564.44'	89°49'58"	508.37'	S46°29'30"W
C7	530.00'	379.15'	40°59'16"	371.12'	S69°30'32"E

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C8	470.00'	305.52'	37°14'40"	300.17'	S67°38'13"E
C9	530.00'	344.52'	37°14'40"	338.49'	N67°38'13"W
C10	470.00'	336.18'	40°58'55"	329.06'	N69°30'21"W
C11	440.00'	90.10'	11°34'56"	89.94'	S21°23'26"W
C12	360.00'	162.61'	25°52'48"	161.23'	S14°19'00"W
C13	75.00'	398.81'	304°39'54"	69.65'	N49°49'48"W
C14	20.00'	136.30'	29°40'58"	10.25'	N50°20'20"E

CURVE TABLE					
#	Radius	Length	Delta	Chord	Chord Bearing
C15	20.00'	9.97'	28°33'38"	9.87'	N79°27'38"E
C16	720.00'	396.53'	31°33'19"	391.54'	N75°37'50"E
C17	780.00'	429.57'	31°33'17"	424.16'	S75°37'51"W
C18	780.00'	174.46'	12°48'54"	174.09'	N66°16'03"E
C19	720.00'	409.34'	32°34'28"	403.85'	S76°08'51"W

Total Area:	17,528.62±± sf - 402,402±± ac
Total Number of Lots:	9
Smallest Lot:	Lot 2 - 4,723±± Acres
Largest Lot:	Lot 4 - 124,912±± Acres
Current Zoning:	PD 229 (Planned Development District 229, Amendment 1)
Proposed Zoning:	Amended PD 229
Source of Utilities:	City of Springfield (Sanitary Sewer) City Utilities of Springfield (Electric, Gas, Water)

1. Bufferyards, Yards and Setbacks shall be as required by the zoning district at the time of development.

2. Maintenance of drainage and detention easement shall be the responsibility of the developer or shall be assumed by a duly constituted property owners association.

3. Final Platting is assumed to be in accordance with the provisions of the Ordinance includes Lots 1-3 and all necessary public improvements and utility extensions to support these lots. All remaining lots, improvements and utilities beyond these, shall be considered Phase 2.

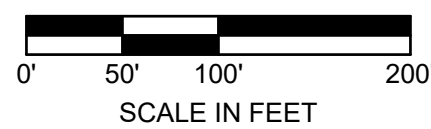
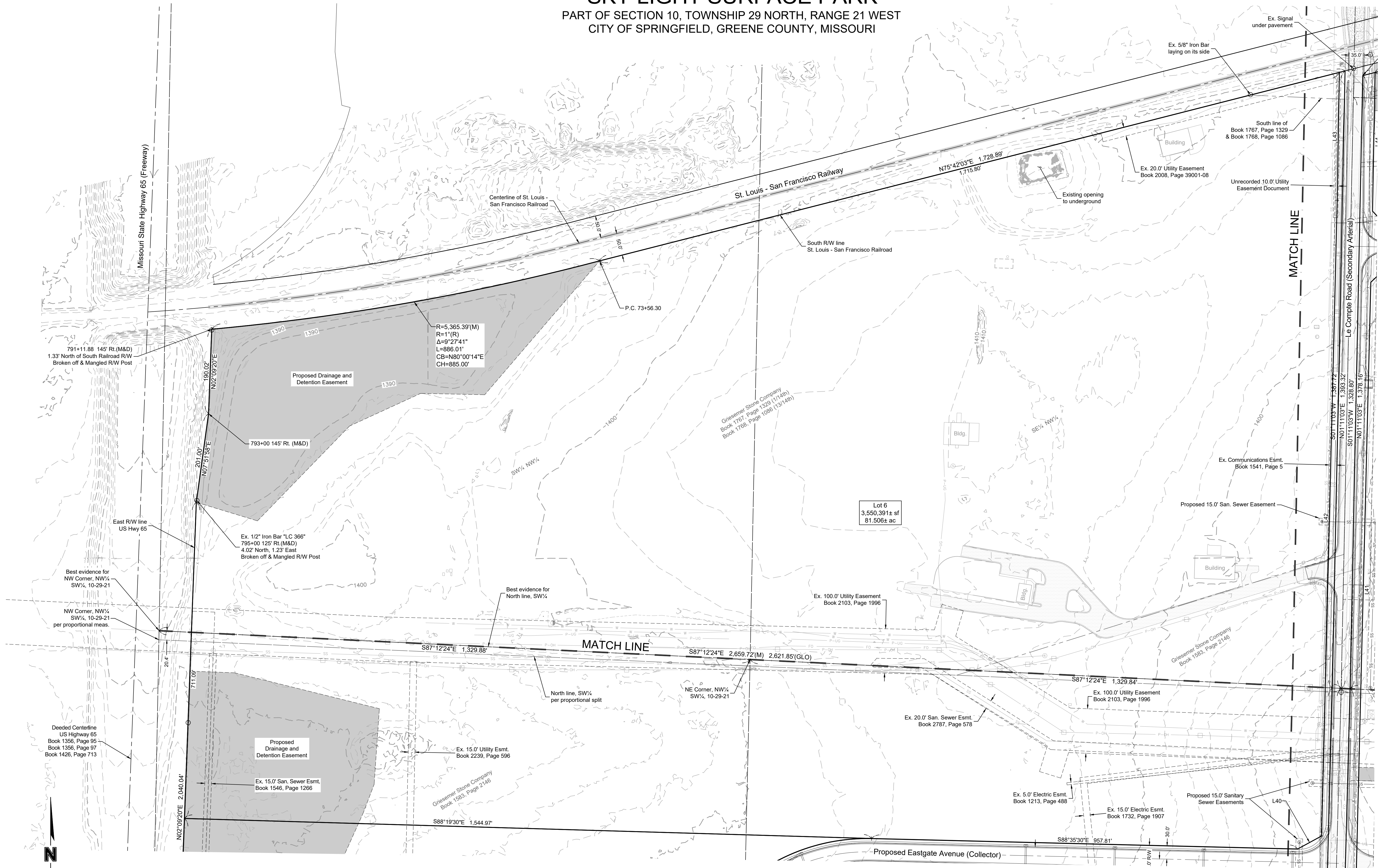
Know all men by these presents:

That I, David D. Drumm, do hereby certify to Springfield Underground, Inc., f/k/a Griesemer Stone Company, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated March 28, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.


David D. Drumm, MO PLS 2007017958
Olsson, Inc., MO LC366
ddrumm@olsson.com

[illegible]

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Elevations shown are per Springfield
Missouri GIS Data (NAVD 88)

MISSOURI
ONE CALL SYSTEM
1-800-DIG-RITE or 811
www.motocall.com

OWNER/DEVELOPER
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY
Olson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND			
○ Found Monument (As Noted)	⊗ Sanitary Manhole	— W	Water Line
(D) Deeded	⊗ Storm Manhole	—	Barbed Wire Fence
(M) Measured	— CATV	—	Cable/TV Line
(P) Platted	— P-OH	—	Overhead Electric
(R) Record Survey	— P-UG	—	Underground Electric
SRB Survey Record Book	— FO	—	Fiber Optic Line
GLO General Land Office Plat	— G	—	Natural Gas Line
⊙ Fire Hydrant	— SS	—	Sanitary Sewer Line
⊙ Light Pole	— SD	—	Storm Sewer Line
⊙ Power Pole	— TEL	—	Telephone Line
		—	Asphalt Pavement
		—	Concrete Sidewalk
		—	Concrete Pavement
		—	Gravel Pavement

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

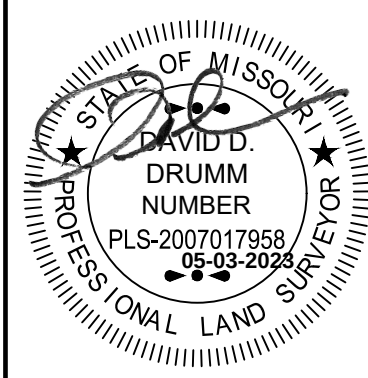
2023

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION
1	05-02-23	Revised per City Comments

BY

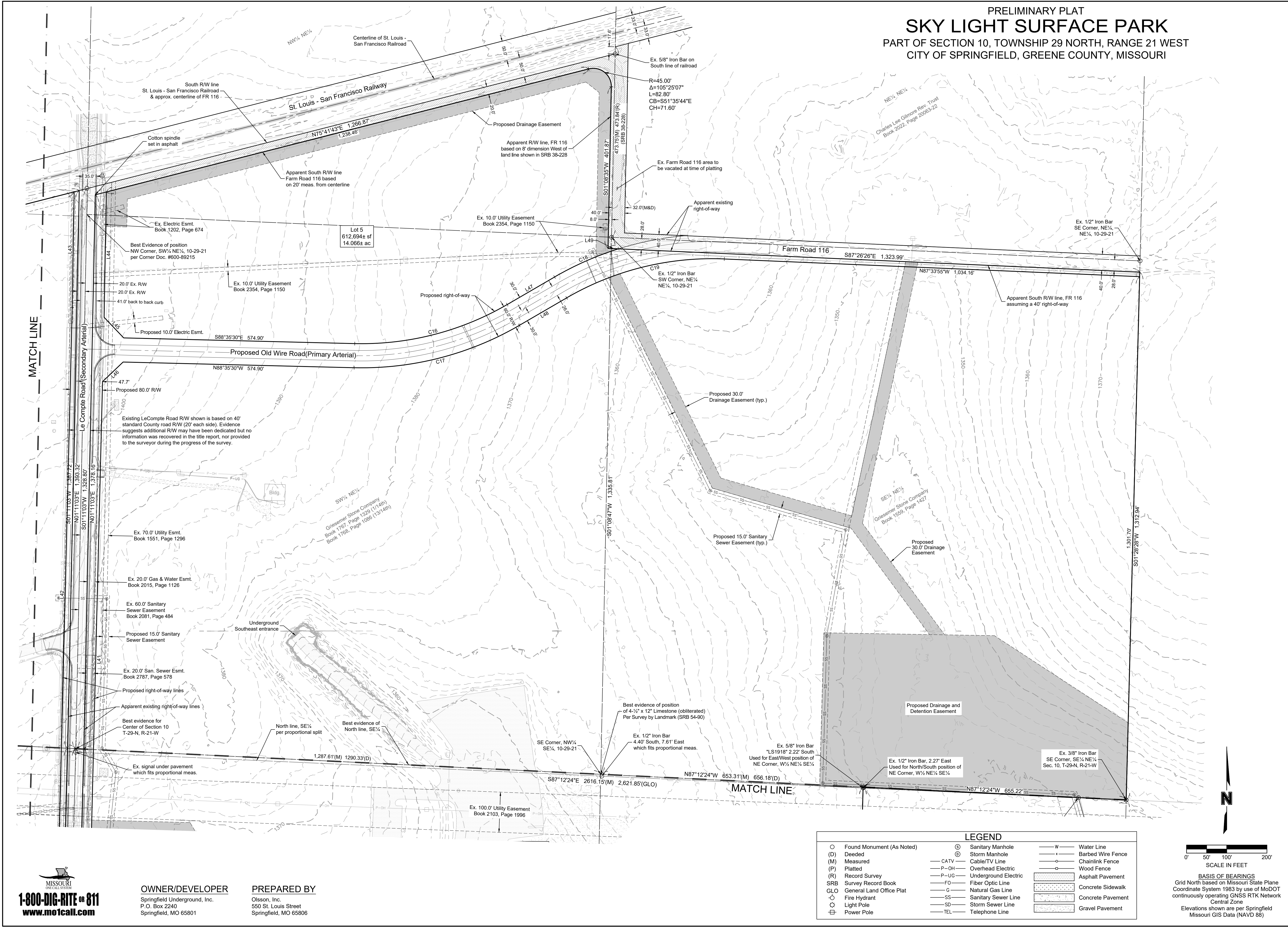
CDA



olsson
Olson, Inc. - Survey Missouri Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
www.olson.com

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
2 of 7



PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

olsson

Olsson, Inc. - Survey Missouri Certificate of Authority #LC866
595 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS-2007017358
05-03-2023

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

2023

SPRINGFIELD, MISSOURI

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
3 of 7

1-800-DIG-RITE or 811
www.motcall.com

OWNER/DEVELOPER
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

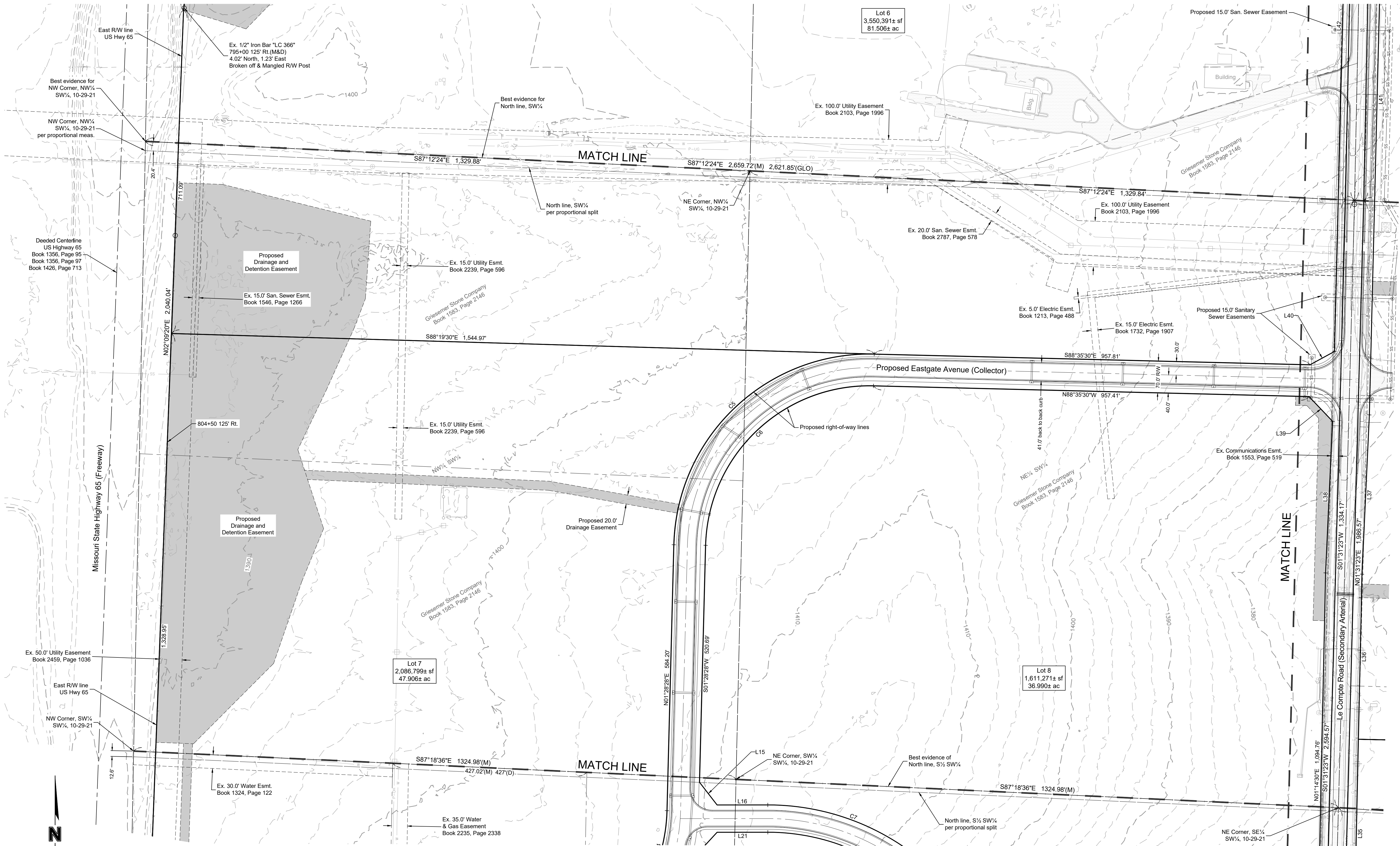
PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND			
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W —	Water Line
(D) Deeded	⊙ Storm Manhole	— x —	Barbed Wire Fence
(M) Measured	— CATV —	— —	Chainlink Fence
(P) Platted	— P-OH —	— —	Wood Fence
(R) Record Survey	— P-UG —	▨	Asphalt Pavement
SRB Survey Record Book	— FO —	▨	Concrete Sidewalk
GLO General Land Office Plat	— G —	▨	Concrete Pavement
○ Fire Hydrant	— SS —	▨	Gravel Pavement
☆ Light Pole	— SD —		
⊞ Power Pole	— TEL —		

0' 50' 100' 200'
SCALE IN FEET

BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Elevations shown are per Springfield
Missouri GIS Data (NAVD 88)

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Elevations shown are per Springfield
Missouri GIS Data (NAVD 88)

1-800-DIG-RITE or 811
www.mo1call.com

OWNER/DEVELOPER
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY
Olsson, Inc.
650 St. Louis Street
Springfield, MO 65806

LEGEND			
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W —	Water Line
(D) Deeded	⊙ Storm Manhole	— x —	Barbed Wire Fence
(M) Measured	— CATV —	— o —	Chainlink Fence
(P) Platted	— P-OH —	— o —	Wood Fence
(R) Record Survey	— P-UG —	— o —	Asphalt Pavement
SRB Survey Record Book	— FO —	— o —	Concrete Sidewalk
GLO General Land Office Plat	— G —	— o —	Concrete Pavement
— F —	— SS —	— o —	Gravel Pavement
— SD —	— SD —		
— TEL —	— TEL —		

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

BY

CDA

REVISIONS DESCRIPTION

Revised per City Comments

DATE

05-02-23

REV.

NO.

1

REVISIONS

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

BY

CDA

REVISIONS DESCRIPTION

Revised per City Comments

DATE

05-02-23

REV.

NO.

1

REVISIONS

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

BY

CDA

REVISIONS DESCRIPTION

Revised per City Comments

DATE

05-02-23

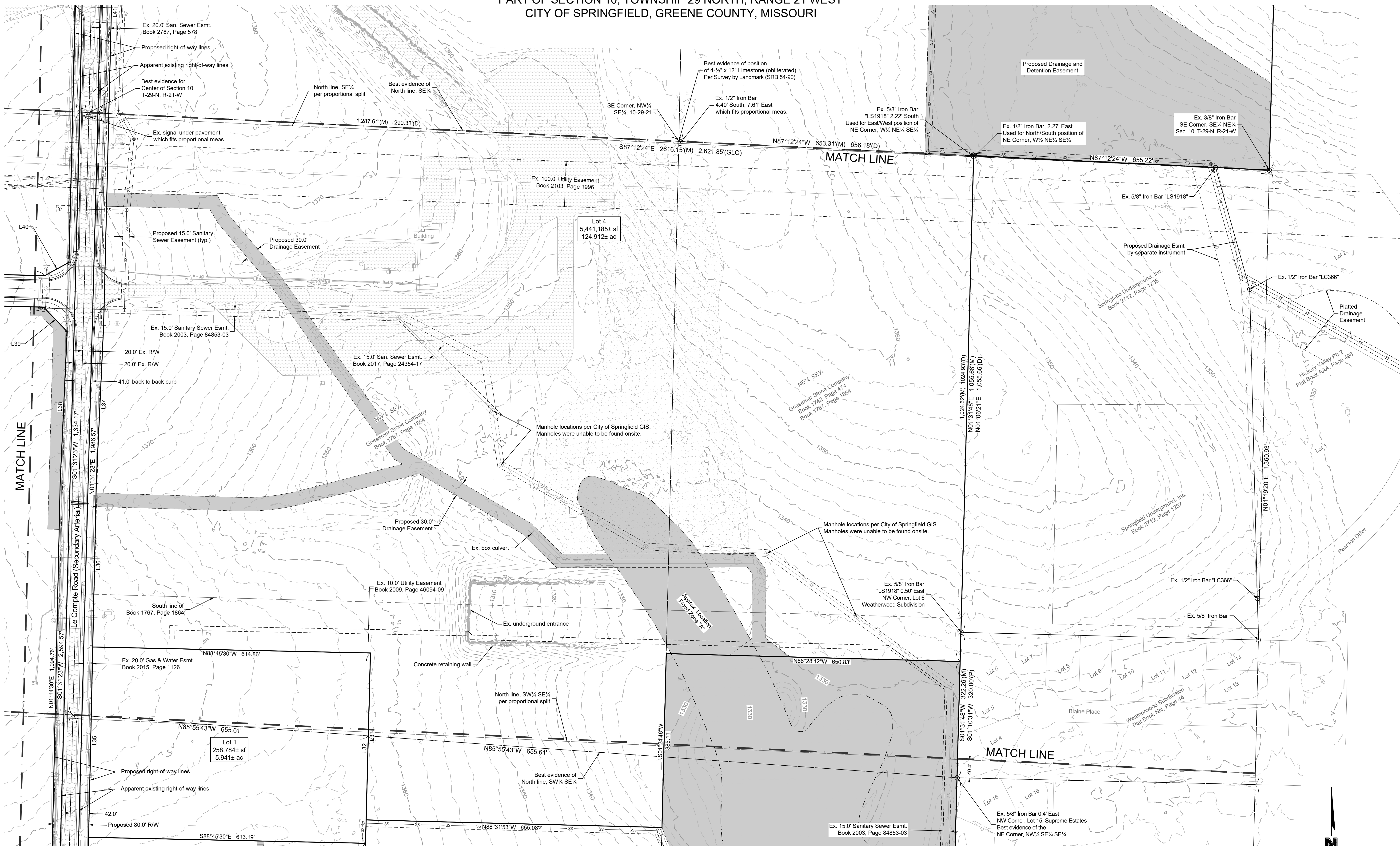
REV.

NO.

1

REVISIONS

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LEGEND		
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W — Water Line
(D) Deeded	⊙ Storm Manhole	— x — Barbed Wire Fence
(M) Measured	— CATV — Cable/TV Line	— o — Chainlink Fence
(P) Platted	— P-OH — Overhead Electric	— o — Wood Fence
(R) Record Survey	— P-UG — Underground Electric	Asphalt Pavement
SRB Survey Record Book	— FG — Fiber Optic Line	Concrete Sidewalk
GLO General Land Office Plat	— G — Natural Gas Line	Concrete Pavement
⊙ Fire Hydrant	— SS — Sanitary Sewer Line	Gravel Pavement
⊙ Light Pole	— SD — Storm Sewer Line	
⊙ Power Pole	— TEL — Telephone Line	



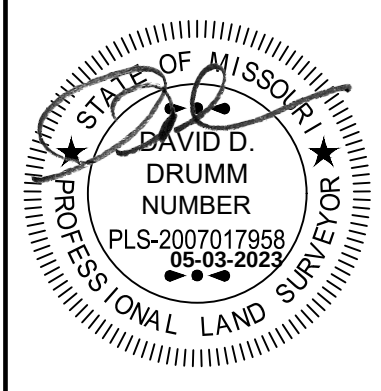
BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Elevations shown are per Springfield
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MISSOURI
ONE CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

OWNER/DEVELOPER
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P.O. Box 2240
Springfield, MO 65801

PREPARED BY
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550 St. Louis Street
Springfield, MO 65806

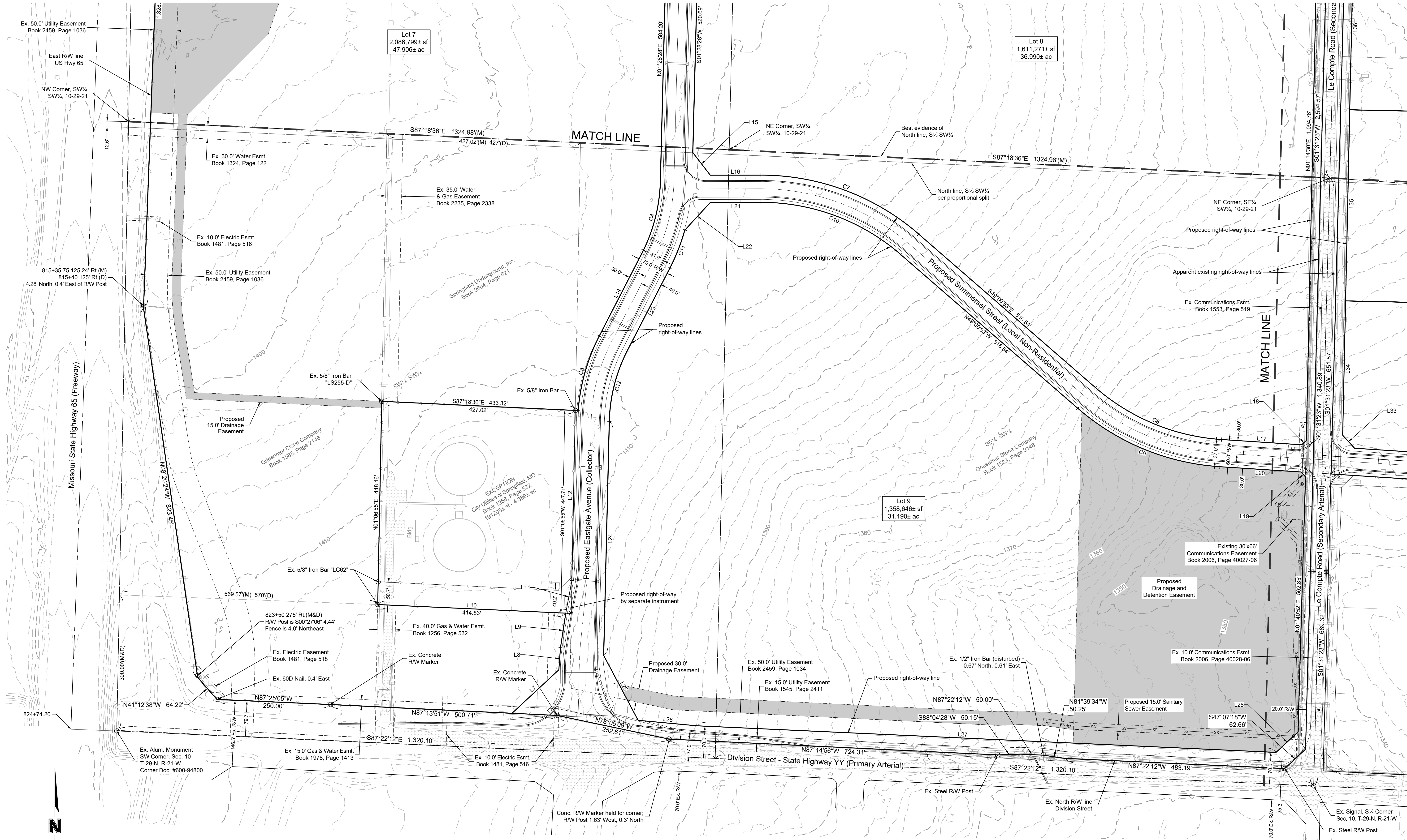
olsson
Olsson, Inc. - Survey Missouri Certificate of Authority #LC366
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Springfield, MO 65806
TEL 417 890 8802
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REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA

DETAIL SHEET		REVISIONS	
PRELIMINARY PLAT SKY LIGHT SURFACE PARK		2023	
SPRINGFIELD, MISSOURI			
drawn by: CDA		SHEET	
surveyed by: CO/DD		5 of 7	
checked by: DDD			
approved by: DDD			
project no.: V PPLT C193475			
drawing no.: C19-3475			
date: 03-28-23			

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
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Central Zone
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PREPARED BY
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550 St. Louis Street
Springfield, MO 65806

LEGEND			
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W —	Water Line
(D) Deeded	⊙ Storm Manhole	— x —	Barbed Wire Fence
(M) Measured	— CATV —	— C —	Chainlink Fence
(P) Platted	— P-OH —	— E —	Wood Fence
(R) Record Survey	— P-UG —	— G —	Asphalt Pavement
SRB Survey Record Book	— FO —	— G —	Concrete Sidewalk
GLO General Land Office Plat	— G —	— G —	Concrete Pavement
○ Fire Hydrant	— SS —	— S —	Gravel Pavement
⊙ Light Pole	— SD —	— S —	
⊙ Power Pole	— TEL —	— S —	

DETAIL SHEET

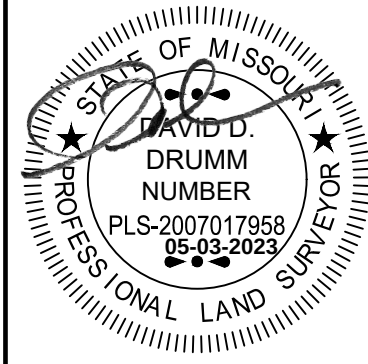
PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA

REVISIONS

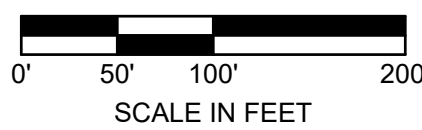
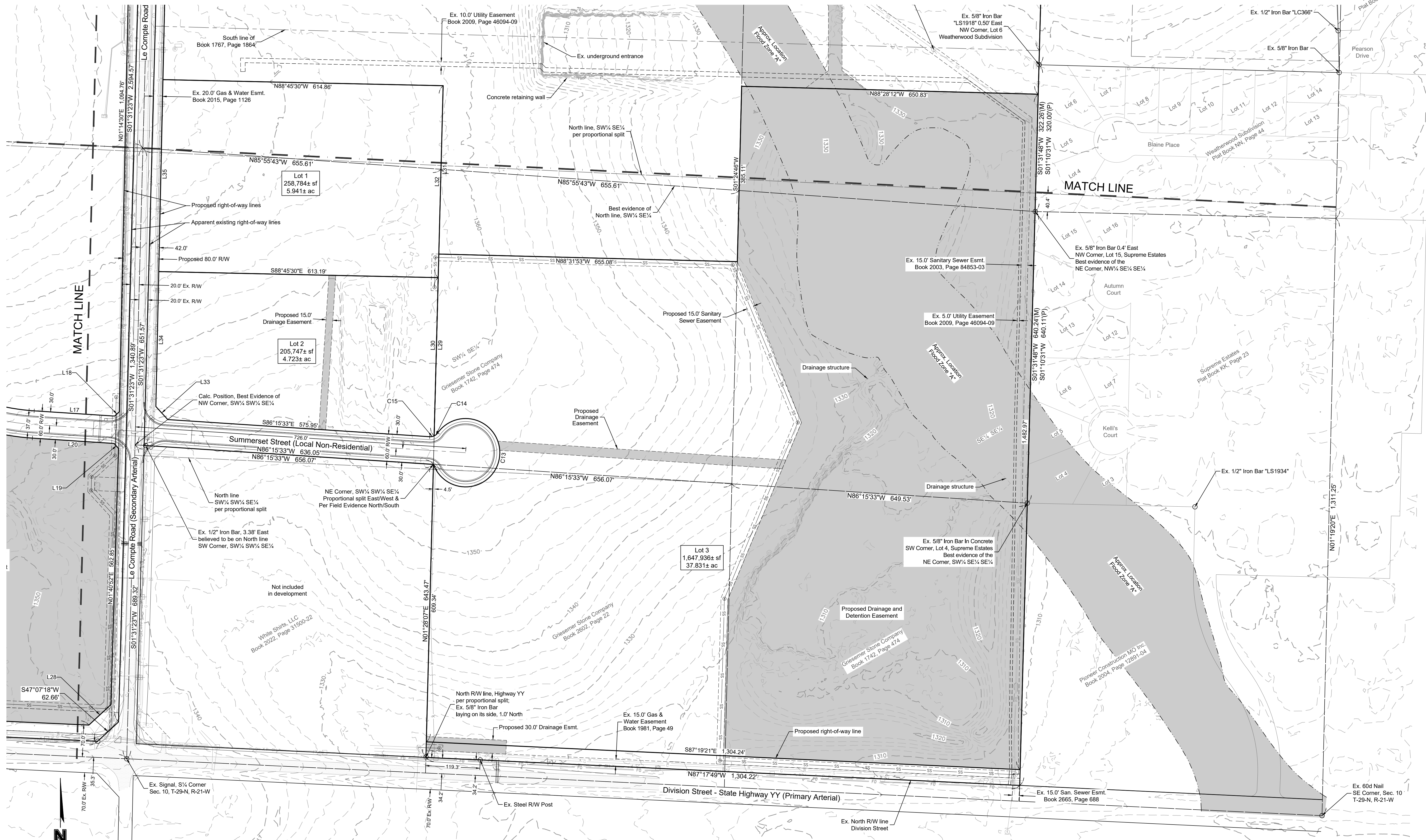


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Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
6 of 7

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
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GLO General Land Office Plat	— G —	— —	Concrete Pavement
⊙ Fire Hydrant	— SS —	— —	Gravel Pavement
⊙ Light Pole	— SD —		
⊕ Power Pole	— TEL —		

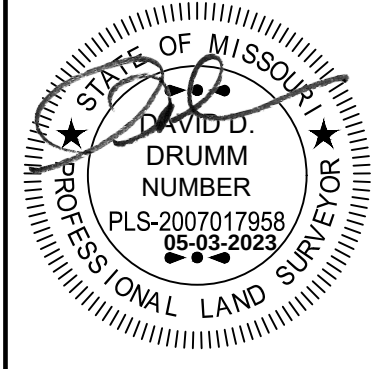
DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA



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550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
7 of 7



EXPLANATION TO COUNCIL BILL 2023-155 (HOSMER)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

BACKGROUND INFORMATION: Community Foundation of the Ozarks (“CFO”) has received American Rescue Plan Act funding to aid Greene County residents in overcoming transportation barriers to accessing employment through CFO’s Let’s Get to Work program. The purpose of Let’s Get to Work is to support workers and job seekers who face transportation barriers that affect their ability to get hired or maintain their current jobs.

Special Ordinance 27656, approved by City Council on February 22, 2022, and Special Ordinance 27723, approved by City Council on July 11, 2022, authorized the City Manager to accept and implement grants from CFO to further Let’s Get to Work’s purpose. Since then, the Department of Workforce Development has assisted more than seventy-five individuals with car repairs, new tires, gasoline cards, licensing fees, bus passes, ride-sharing services, and vehicle down payments.

The Department of Workforce Development has the opportunity to accept additional grant funding in the amount of \$25,000 from Let’s Get to Work to continue aiding qualified individuals. The funding 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 their current jobs. Residential eligibility for this funding will be reserved for only those who reside within Missouri’s Greene County.

This budget adjustment accepts the increase in funds and budgets in the amount of \$25,000 in expenditures in the SGCHD Fiscal Year 2022-2023.



Submitted By: Maddy MacNeil, Executive Secretary

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Workforce Development Let's Get to Work Grant.ord
2. 5.30.2023_Let's Get to Work Funding Letter
3. Exhibit A- Let's get to work_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-30-23

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-155 SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept funding from
2 Community Foundation of the Ozarks in the amount of \$25,000 to
3 perform employment transportation accessibility grant activities and
4 to enter into necessary agreements to carry out the grant; and
5 amending the Fiscal Year 2023-2024 budget of the Department of
6 Workforce Development in the amount of \$25,000 for the purpose
7 of appropriating the grant funds.
8 _____
9

10 WHEREAS, Community Foundation of the Ozarks ("CFO") has received
11 American Rescue Plan Act funding to aid Greene County residents in overcoming
12 transportation barriers to accessing employment through CFO's Let's Get to Work
13 program. The purpose of Let's Get to Work is to support workers and job seekers who
14 face transportation barriers that affect their ability to get hired or maintain their current
15 jobs; and
16

17 WHEREAS, Special Ordinance 27656, approved by City Council on February 22,
18 2022, and Special Ordinance 27723, approved by City Council on July 11, 2022,
19 authorized the City Manager to accept and implement grants from CFO to further Let's
20 Get to Work's purpose. Since then, the Department of Workforce Development has
21 assisted more than seventy-five individuals with car repairs, new tires, gasoline cards,
22 licensing fees, bus passes, ride-sharing services, and vehicle down payments; and
23

24 WHEREAS, the Department of Workforce Development has the opportunity to
25 accept additional grant funding in the amount of \$25,000 from Let's Get to Work to
26 continue aiding qualified individuals. The funding will be used to continue offering
27 services to support workers and job seekers who face transportation barriers that affect
28 their ability to get hired or maintain their current jobs; and
29

30 WHEREAS, residential eligibility for this funding will be reserved for only those
31 who reside within Greene County, Missouri.
32

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

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The City Manager, or his designee, is hereby authorized to accept
37 grant funds in the amount of \$25,000 from Community Foundation of the Ozarks Let's
38 Get to Work program and to execute contracts, on forms approved by the City Attorney,
39 necessary to carry out the intent of this grant.

40
41 Section 2 – The Fiscal Year 2023-2024 budget of the City's Department of
42 Workforce Development is hereby amended in the accounts and in the amounts as
43 shown on Budget Adjustment No. 064, a copy of which is attached hereto and
44 incorporated herein by reference as "Exhibit A."

45
46 Section 3 – City Council finds that the budget adjustment made above has been
47 recommended by the City Manager.

48
49 Section 4 – The City Manager is directed to cause the appropriate accounting
50 entries to be made in the books and records of the City. In the event additional funding
51 is provided under this grant by the grantor, the Director of Finance is hereby authorized
52 to adjust this appropriation by an amount not to exceed 20 percent.

53
54 Section 5 – 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: Mary B. Bozarth, Assistant City Attorney

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

File Message Help Acrobat Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams Sunshine Posts Mark Unread Find Zoom Viva Insights

FW: Let's Get to Work



Schmeedle, Ericka

To: MacNeil, Maddy

Reply Reply All Forward

Wed 5/17/2023 12:07 PM

You forwarded this message on 5/17/2023 12:00 PM.

LSTW Agency Reporting Spreadsheet.xlsx
25 KB

Dear Ericka:

Congratulations! Your agency, City of Springfield Workforce Development, has received an additional grant in the amount of \$25,000 as part of the Let's Get to Work Fund. I'm delighted to share this good news with you!

We will produce a check and mail it as soon as we receive your report from the last grant. If you need us to hold that check until you receive City Council approval, let me know and we will proceed that way.

You will also receive information about a final/six month grant report, which your agency will need to complete no more than six months from now to update us on your progress. This report will require the attached spreadsheet, completed and uploaded to the report upon submission, as a component of the reporting process. Please maintain this spreadsheet as dollars are expended from this grant via your organization.

If you have any questions, please don't hesitate to ask. I am happy to help!

Best wishes,

Bridget Oerks*(She/Her/Her)*

VP of Programs

Community Foundation of the Ozarks

Phone: 417-864-6199

Web: cfzarks.org

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	416010	000000	00000	\$ 25,000	Community Foundation of the Ozarks: Let's Get to Work
Net Revenue Adjustment						\$ 25,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	502625	000000	00000	\$ 25,000	Needs related expense
Net Expenditure Adjustment						\$ 25,000	

Fund Balance Appropriation:

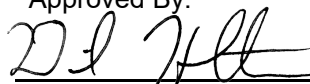
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating additional grant funds from the Community Foundation of the Ozarks for transportation reimbursements for going to work.

Requested By:

Department Head 5-30-2023
Date

Approved By:



Director of Finance 5-30-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-155
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-156 (HORTON)

FILED: 06/15/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from the Commission.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC") to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from MHTC for its share of the project.

BACKGROUND INFORMATION: This Cost Apportionment Agreement shares the estimated \$39,910 cost, of which the City and Missouri Department of Transportation ("MoDOT") agree to split equally, to complete improvements at the intersection of Chestnut Expressway and Grant Avenue related to communications infrastructure utilized collaboratively by MoDOT and the City to monitor and operate traffic control devices from the Transportation Management Center ("TMC"). Specifically, the proposed project includes the replacement of the electric power supply, relocation of the fiber-optic splice cabinet, and installation of conduit, cable, and pull boxes. The City will contribute \$19,955, funded from the 1/4-cent Capital Improvement Sales Tax – Traffic Signal Program and is already budgeted.

Supports the following 2023 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted By: Kirk Juranas, Assistant Director of Public Works



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. Chestnut & Grant Fiber Communications Cost Share_ord
 2. Exhibit 1_Chestnut & Grant Fiber Communications Cost-Share Agreement
 3. Exhibit 2- Chestnut Grant Fiber Communnications Cost-Share Agreement__BA

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-156

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Cost Apportionment
2 Agreement with the Missouri Highways and Transportation
3 Commission to share costs associated with traffic signal
4 communications infrastructure improvements at the intersection of
5 Chestnut Expressway and Grant Avenue; and amending the Fiscal
6 Year 2022-2023 budget for the Department of Public Works in the
7 amount of \$19,955 to accept payment from the Commission.
8 _____
9

10 WHEREAS, Chestnut Expressway is owned and maintained by the Missouri
11 Highways and Transportation Commission ("MHTC"), including traffic control equipment
12 and associated communications infrastructure; and
13

14 WHEREAS, the Missouri Department of Transportation ("MoDOT") and the City
15 collaboratively utilize this infrastructure to monitor and operate traffic control devices;
16 and
17

18 WHEREAS, the City desires to share in the cost of making improvements to this
19 infrastructure, including replacement of the electric power supply, relocation of the fiber-
20 optic splice cabinet, and installation of conduit, cable, and pull boxes; and
21

22 WHEREAS, the City will contribute fifty (50) percent of the cost, currently
23 estimated at \$19,955, which will be funded by 1/4-cent Capital Improvement Sales Tax
24 – Traffic Signal Program and is already budgeted, with any cost overruns evenly shared
25 between the MHTC and the City.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
31 enter into a Cost Apportionment Agreement in substantial conformity with "Exhibit 1"
32 attached hereto and incorporated herein by reference.
33

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2022-
35 2023 is hereby amended in the accounts and in the amounts shown on Budget
36 Adjustment No. 066, a copy of which is attached hereto and incorporated herein by
37 reference as “Exhibit 2.”
38

39 Section 3 – City Council finds that the budget adjustment made above has been
40 recommended by the City Manager.
41

42 Section 4 – The City Manager is directed to cause the appropriate accounting
43 entries to be made in the books and records of the City.
44

45 Section 5 – This Ordinance shall be in full force and effect from and after
46 passage.
47

48 Passed at meeting: _____
49

50 _____
51 Mayor
52

53 Attest: _____, City Clerk
54

55 Filed as Ordinance: _____
56

57
58 Approved as to form:  _____, Assistant City Attorney
59

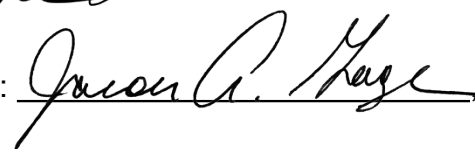
60
61 Approved for Council action:  _____, City Manager

EXHIBIT 1

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 12/21 (BDG)
Modified:

Cost Apportionment Agreement

Route: LP-44

County: Greene

Job No.: n/a

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Springfield, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and maintains the intersection of LP-44 (Chestnut Expressway) and Grant Avenue, including the traffic signal control equipment and associated communications infrastructure, in Greene County as part of the State Highway System; and

WHEREAS, the parties desire the improvement and relocation of certain infrastructure at the intersection, more specifically described below; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Commission in the cost of the City's public improvement at the intersection of Chestnut Expressway and Grant Avenue. This public improvement will involve the replacement of the power supply, relocation of the fiber-optic splice cabinet, and installation of conduit, cable, and pull boxes as shown in EXHIBIT A

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

The intersection of LP-44 (Chestnut Expressway) and Grant Avenue within the City of Springfield

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(4) USE OF RIGHT-OF-WAY: The Commission grants the right to use the State Highway right-of-way as necessary for construction and maintenance of said public improvements. The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for ongoing maintenance of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The City will be responsible for the preparation of construction plans and project specifications. This includes design, construction administration, and inspection of the project.

(B) The City will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(C) The Commission and City will each be responsible for installation and termination of their respective fiber-optic cables.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The currently estimated cost of the project is thirty-nine thousand nine hundred ten dollars and 35 cents (\$39,910.35), as shown in EXHIBIT B, for which the Commission and City agree to split equally.

(B) The City shall submit to the Commission invoices and/or other supporting documentation upon payment by the City to its Contractor and to City Utilities for work performed as part of the project.

(C) The Commission shall reimburse the City for fifty percent (50%) of the project costs within thirty (30) days of the Commission's receipt of invoices and/or other supporting documentation provided by the City, including the cost of a fiber optic splice cabinet already purchased by the City to be furnished for contractor installation as part of the project.

(D) All overruns will be the responsibility of the Commission and City splitting the cost 50/50.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: Either party may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing written notice of cancellation. Should either party exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the later of (a) the date specified in the notice of cancellation, or (b) thirty (30) days after receipt of a written notice of cancellation

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(15) CITY RIGHT OF WAY: All improvements made within the City-owned right-of-way shall become the City's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the City, except as otherwise provided by this Agreement or a separate written agreement.

(16) NO INTEREST: The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(18) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(19) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(22) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(23) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Southwest District Engineer
3025 East Kearney Street
Springfield, MO 65803

City to: City of Springfield
Attn: Director of Public Works
840 Boonville Avenue

or to such other place as the parties may designate in accordance with this Agreement.

(24) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE)

Executed by the Commission on _____(DATE)

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST:

Secretary to the Commission

CITY OF SPRINGFIELD

By: _____

City Clerk

By: _____

Director of Finance

By: _____

Deputy City Manager

By: _____

Contract Paralegal

APPROVED AS TO FORM:

Commission Counsel

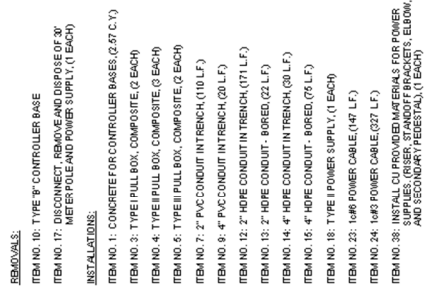
APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance No. _____

CHESTNUT EXPRESSWAY & GRANT AVENUE



DEPARTMENT OF PUBLIC WORKS		APPROVED BY _____ DATE _____	
SPRINGFIELD, MISSOURI		DIRECTOR OF PUBLIC WORKS	
CHESTNUT EXPRESSWAY			
& GRANT STREET			
REPLACE POWER SUPPLY			

EXHIBIT B

CITY OF SPRINGFIELD, PUBLIC WORKS DEPARTMENT, TRANSPORTATION MANAGEMENT DIVISION
FIBER COMMUNICATIONS MODIFICATION CHESTNUT EXPY AND GRANT AVE
COST ESTIMATE

REMOVALS				Chestnut & Grant Splice Cabinet		
Item No.	Description	Unit	Unit Price	Estimated Quantity	Extended Price	Item No.
10	Type "B" Controller Base	EACH	\$165.00	1.00	\$165.00	10
17	Disconnect, Remove and Dispose of 30' Meter Pole and Power Supply	EACH	\$425.00	1.00	\$425.00	17
INSTALLATION						
Item No.	Description	Unit	Unit Price	Estimated Quantity	Extended Price	Item No.
1	Concrete for Contoller Bases	C.Y.	\$810.00	2.57	\$2,081.70	1
3	Type I Pull Box, Composite	EACH	\$1,145.00	3.00	\$3,435.00	3
4	Type II Pull Box, Composite	EACH	\$1,530.00	3.00	\$4,590.00	4
5	Type III Pull Box, Composite	EACH	\$2,495.00	2.00	\$4,990.00	5
7	2" PVC Conduit in Trench	L.F.	\$19.50	110.00	\$2,145.00	7
9	4" PVC Conduit in Trench	L.F.	\$33.50	20.00	\$670.00	9
12	2" HDPE Conduit in Trench	L.F.	\$12.00	171.00	\$2,052.00	12
13	2" HDPE Conduit - Bored	L.F.	\$20.50	22.00	\$451.00	13
14	4" HDPE Conduit - Trench	L.F.	\$26.50	30.00	\$795.00	14
15	4" HDPE Conduit - Bored	L.F.	\$28.75	75.00	\$2,156.25	15
18	Type II Power Supply	EACH	\$3,035.00	1.00	\$3,035.00	18
23	1c#6 Power Cable	L.F.	\$2.35	147.00	\$345.45	23
24	1c#3 Power Cable	L.F.	\$3.85	327.00	\$1,258.95	24
38	Install CU Provided Materials for Power Supplies. (Riser, Standoff Brackets, Elbow, and Secondary Pedestal)	EACH	\$1,090.00	1.00	\$1,090.00	38
Costs Paid Outside of Annual Maintenance Contract						
	332D Splice Cabinet	EACH	\$ 4,225.00	1.00	\$4,225.00	
	CU Estimated Reimbursement	L.S.	\$ 6,000.00	1.00	\$6,000.00	
					\$39,910.35	

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
066

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	102739	00000	\$ 19,955	MoDOT Reimbursement
Net Revenue Adjustment						\$ 19,955	

Expenditures:

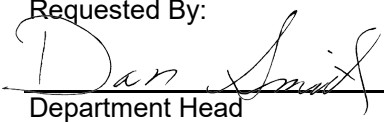
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	102739	00000	\$ 19,955	Chestnut Expressway and Grant Avenue Intersection Traffic Signal Communication Improvements
Net Expenditure Adjustment						\$ 19,955	

Fund Balance Appropriation:

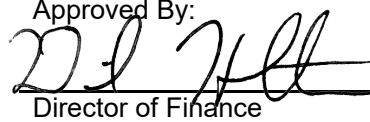
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating a \$19,955 reimbursement from the Missouri Department of Transportation for their 50% share of costs for the Chestnut Expressway and Grant Avenue Intersection Traffic Signal Communication Improvement project.

Requested By:


Department Head 5-30-2023
Date

Approved By:


Director of Finance 5-30-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-156
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



**EXPLANATION TO CONFIRM THE FOLLOWING REAPPOINTMENT TO THE
SPRINGF**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING APPOINTMENTS TO THE BOARD
OF**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING APPOINTMENT TO THE
CITIZENS'**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING APPOINTMENT TO THE
CITIZENS'**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING REAPPOINTMENT TO THE
CITIZEN**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING REAPPOINTMENT TO THE
PERSONN**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING REAPPOINTMENT TO THE
PUBLIC**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO CONFIRM THE FOLLOWING APPOINTMENT TO THE AIRPORT
B**

FILED: 06/16/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None