



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

July 10, 2023

6:30 PM

City Council Chambers

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. June 26, 2023, 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 2023-169 (City Council)

A resolution recognizing the dedicated public service of Kris Inman, Director of Springfield-Greene County 9-1-1, upon the occasion of his retirement.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-170 (Jenson)

A special ordinance granting Conditional Use Permit No. 474 for the purpose of permitting an automobile service garage as a conditional use within the GR – General retail district, generally located at 4564 South Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Campbell - Buena Vista LLC, VantEdge Auto T5; 4564 S. Campbell Avenue; Conditional Use Permit No. 474).

12.2. Council Bill 2023-171 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.3 acres of property generally located at 1630 North Jefferson Avenue and 1635 North Benton Avenue from R-SF, Single-family residential district, and CC, Center city district, with UC – Urban conservation district No. 3, to Planned Development No. 386; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Titus Williams LLC & Historic Commercial Development LLC; 1630 N. Jefferson Avenue & 1635 N. Benton Avenue; Planned Development No. 386).

12.3. Council Bill 2023-172 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.92 acres of property generally located at 1353, 1409, and 1421 North West Bypass and 3538, 3550, and 3616 West Division Street from HC, Highway Commercial District, and GM, General Manufacturing District, to HM, Heavy Manufacturing District, with Conditional Overlay District No. 230; establishing Conditional Overlay District No. 230; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Demore Interprises Inc. & James Demore; 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street; Z-14-2023 w/ COD No. 230).

12.4. Council Bill 2023-173 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 3518, 3526, and 3532 West Waddill Street from GM, General Manufacturing District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Wilson Trust; 3518, 3526, & 3532 West Waddill Street; Z-2-2023).

12.5. Council Bill 2023-174 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 2035 West Kearney Street from HC, Highway Commercial District, to IC, Industrial Commercial District, with Conditional Overlay District No. 231; establishing Conditional Overlay District No. 231; and adopting an

updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Craig and Lori Slater; 2035 W. Kearney Street; Z-15-2023 w/COD #231).

12.6. Council Bill 2023-175 (McGull)

A special ordinance granting Conditional Use Permit No. 475 for the purpose of permitting residential uses on the first-floor frontage within the GR – General retail district, generally located at 2000 North National Avenue. (Planning and Zoning Commission and staff recommend approval.) (By: 3 Best Friends, LLC; 2000 N. National Avenue; Conditional Use Permit No. 475).

12.7. Council Bill 2023-176 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; establishing Conditional Overlay District No. 232; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: William F. Walz Jr. Etal Trust; 6401 South Farmers Branch Avenue; Z-16-2023 w/COD No. 232).

12.8. Council Bill 2023-177 (Horton)

A special ordinance granting Conditional Use Permit No. 471 for the purpose of permitting a development project greater than 10,000 square feet of total building floor area and a building greater than three stories in height as a conditional use within the COM-1 – Commercial Street District, generally located at 411 West Commercial Street. (Planning and Zoning Commission recommends denial; staff recommends approval.) (By: Dan Johnson & Associates, LLC; 411 West Commercial Street; Conditional Use Permit No. 471).

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-178 (Jenson)

A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue for the purpose of accommodating construction of improvements at said location. (Planning and Zoning Commission and staff recommend approval.)

13.2. Council Bill 2023-179 (Hosmer)

A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$143,679, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

13.3. Council Bill 2023-180 (Hardinger)

A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$663,807, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

15.1. The City Manager recommends the following appointments to the Art Museum Board: Chante Falcon and Debra Mergen with terms to expire June 1, 2026.

15.2. The City Manager recommends the following appointment to the Art Museum Board: Dr. Tracy McGrady with term to expire June 1, 2024.

15.3. The City Manager recommends the following reappointment to the Art Museum Board: Cheryl Hom with term to expire June 1, 2026.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

18.1. Council Bill 2023-181 (Simpson)

A special ordinance accepting new right-of-way and an extension of South Florence Avenue, generally located at 1131 East Washita Street, connecting South Florence Avenue to East Washita Street. (Planning and Zoning Commission and staff recommend approval.)

18.2. Council Bill 2023-182 (Lee)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the City of Republic, Missouri, for the sale of a programming interface that conveys citations from the Springfield Police Niche Records Management System to the Prosecuting Attorney Management System to the City of Republic.

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

19.1. Council Bill 2023-183 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept a Section 402 State and Community Highway Safety Grant in the amount of \$29,100 from the Missouri Department of Transportation to continue supporting the City's current pedestrian safety education program, known as 'SGF Yields,' and its sharable version, 'SafeAcross'; amending the budget of the Department of Public Works for Fiscal Year

2023-2024 in the amount of \$29,100 upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

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

20.1. 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.

20.2. Confirm the following appointments to the Springfield-Greene County Public Library Board: Melanie Weiler and Robert Stephens with terms to expire July 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 26, 2023

6:30 PM

City Council Chambers

1. ROLL CALL.

Mayor McClure recognized the upcoming resolution to acknowledge the life and service of Chuck Wooten.

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

2. APPROVAL OF MINUTES.

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

Mayor Pro Tem Simpson moved to approve the June 5, 2023, City Council Meeting and June 6, 2023, Special City Council Meeting minutes. Councilman McGull seconded the motion, and the minutes were approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. 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.

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

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.

Mayor McClure asked Councilman Hosmer, who served in the State Legislature with Chuck Wooten, to offer comments.

Councilman Hosmer noted he had the privilege of serving in the Missouri General Assembly for ten years with Chuck Wooten. He expressed his belief Chuck Wooten cared deeply about the people he served. He noted the work Mr. Wooten completed bringing the Veterans Cemetery to Springfield and providing the services veterans and their families needed. Councilman Hosmer added Chuck Wooten served in the military, the United States Postal Service, the General Assembly with distinction, and served as Mayor Pro Tem in the City of Springfield. Councilman Hosmer noted Mr. Wooten was a good person and loved his family.

Councilman Hosmer read the resolution in its entirety.

Council Bill 2023-168 (City Council) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

A copy of the presentation resolution was presented to Terri Smith, Mr. Wooten's daughter, and to Jaime Holtstein, Mr. Wooten's friend. Ms. Smith noted how much Mr. Wooten loved his community.

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

Jason Gage, City Manager, noted the E-scooter rental company, Bird, has expanded its boundaries of operation and nearly doubled the number of scooters. The number of scooters deployed on City right-of-way will increase from 55 to 100.

Mr. Gage noted the City's housing study will wrap up this fall, with a report and recommendations from consultant APD Urban Planning + Management expected in October. APD and the City's Planning and Development department hosted a second housing study community meeting a few weeks ago to provide an opportunity for residents to learn the results of APD's "windshield survey" of the city. Major takeaways from the survey were: 92% of housing in Springfield was single family residential; the most common multifamily housing type is duplex; multifamily homes are primarily located near Missouri State University; 97% of all housing structures are occupied; vacant residential lots can be found in most neighborhoods; 77% of all housing is in good condition; and 21% of all housing structures are in fair to worse condition.

Mr. Gage noted Restore SGF is following the housing study closely, as its findings will help identify initial target neighborhoods for programming. Restore SGF has formed a Neighborhood Selection Committee to begin working on a recommendation for the initial four neighborhoods. He further noted the committee will be working over the next 60 days and will present their recommendation to their full board in August. Restore

SGF has named an interim executive director, Dana Elwell, who began in this role on June 14 and, as of July 1, Restore SGF will have a home of its own at 1409 West Sunshine, near Elfindale.

Paul Williams, Police Chief, provided a Police Chief Update. He noted crimes against persons, property, and society were trending down through mid-May. Chief Williams further noted a 33% reduction in robbery, a decrease in overall numbers for gun violence, and a decrease in the number of shots fired calls.

Chief Williams noted the Mental Health Co-Responder Program had 342 total incidents; 188 were resolved through the co-responder, and 73 were handled by the co-responder only.

Chief Williams provided a Recruitment Campaign update. He noted the campaign includes use of the City of Springfield Police Department website, social media, law enforcement referrals, an ad campaign with KY3, a Zimmer Communications radio spot, and a KY3 streaming video. Chief Williams added there is a 28% application success rate.

Chief Williams noted there are currently 51 vacancies in the Police Department. He added that 18 full-time officers in training will be added to the numbers upon training completion. Chief Williams noted there are two academy classes scheduled for next year. The goal is 20 attendees for every academy class. Chief Williams further noted there are currently 11 vacancies for Police Service Representatives.

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.)

Council Bill 2023-129 (Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-130 (Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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).

Council Bill 2023-131 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-132 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.))

Julie Greer, Deputy City Clerk, noted a protest petition was received and was found to be insufficient at 5%. Therefore, a supermajority or 6 votes was not required for passage. A copy of the supplemental explanation was provided to City Council.

Council Bill 2023-133 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-134 (Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Councilman Hosmer disclosed that he does own property in the Rountree neighborhood.

Julie Greer, Deputy City Clerk, noted a protest petition was received and was found to be insufficient at .34%. Therefore, a supermajority or 6 votes was not required for passage. A copy of the supplemental explanation was provided to City Council.

Council Bill 2023-135 (McGull) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-136 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-137 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-138 (McGull, Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-139 (Hosmer) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-140 (Hardinger) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-141 (Carroll) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-142 (Hosmer) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-143 (Carroll) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-144 (Lee) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-145 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Councilman Jenson asked what percentage of funds are anticipated to be spent on right-of-way improvements and what percentage are anticipated to be spent on private property improvements.

Jason Gage, City Manager, responded approximately 5% or less would be spent on public right-of-way and the remainder on private property.

Councilman Jenson noted some work has started on the site and asked if there is any but-for in regard to the project. Amanda Ohlensehlen, Director of Economic Development, responded there is not.

Ms. Ohlensehlen responded the criteria evaluated were not specific to percentages but included the alignment of goals to improve and increase property values, implementation of ForwardSGF, and to provide stormwater improvements.

Councilman Jenson noted there were brief conversations with developers at the last meeting regarding improvements to the bus stop and sidewalks. He asked if a transfer of ownership upon completion of the project would occur.

Rhonda Lewsader, City Attorney, responded, the agreement states the Transportation Development District (TDD) would hold an easement until the end of life of the project. The City could then receive the easement or receive no interest in the project.

Councilman Jenson expressed his belief the proposed had minimal public benefit and does not clearly satisfy the requirements of the State Statutes. Councilman Jenson noted he does support this type of redevelopment to improve commercial corridors but cannot support a project such as the proposed.

Councilman Hosmer noted the property will never be owned by the City. Councilman Hosmer expressed his belief the proposed does not meet the requirements of a public or transportation project. He asked if the City is obligated to maintain the property or will be responsible for the property. Councilman Hosmer expressed his belief the proposed stretches the meaning of the statute.

Mayor Pro Tem Simpson asked about the role of City Council and what the process is for the TDD. Ms. Lewsader responded a petition is filed with the courts for the TDD, and the role of City Council will be to decide to approve, or not, the projects within the TDD. Ms. Ohlensehlen noted the Economic Vitality Department supported the proposed.

Council Bill 2023-146 (Simpson) was approved by the following vote: Ayes: McGull, Simpson, Hardinger, Carroll, and McClure. Nays: Jenson, Horton, and Hosmer. Absent: Lee. Abstain: None.

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.

Council Bill 2023-150 (Lee) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-147 (Hardinger) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-148 (Lee) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-149 (Carroll) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-151 (Hardinger) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-152 (Simpson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-157 (Jenson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Jon Mooney, Assistant Director of Public Health and Welfare, provided a brief overview of the proposed. Mr. Mooney noted the proposed would allow acceptance of a grant from the United States Department of Health and Human Services and the Centers for Disease Control and Prevention for use by the Springfield-Greene County Health Department to offset costs associated with COVID-19 related health priorities. He added the funds would cover expenses incurred from October 2022 through June 2024. The expenses included vaccines and improved public health and data systems training.

Councilman McGull asked if the funds could be used to increase restaurant inspections and other issues. Mr. Mooney responded the funds have to be focused on COVID-19 issues or recovery efforts.

Mayor Pro Tem Simpson asked the intended work of the data scientists mentioned in the proposed. Mr. Mooney responded data will allow the department to take lessons learned from COVID-19 and learn how to apply that knowledge to other health issues.

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

Council Bill 2023-159 (Hardinger) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Mayor Pro Tem Simpson moved to table Council Bill 2023-160 until the August 21, 2023, City Council Meeting at the request of the Hatch Foundation. The motion was seconded by Councilwoman Carroll and approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Jon Mooney, Assistant Director of Public Health and Welfare, provided a brief overview of the proposed. Mr. Mooney noted the proposed would allow \$150,000 in funding to be accepted from the Community Partnership of the Ozarks to support strategies to improve men's mental health. He added more than 24% of individuals in the Springfield community experience depression, and the rate of death from suicide is 60% higher in Springfield than the United States average. Mr. Mooney noted that in 2021, men died by suicide at a rate four times higher than women. He further noted men are less likely to seek help or mental health care. The Springfield-Greene County Health Department has joined with other partners to develop an approach to address men's mental health.

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

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.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed would allow acceptance of a bid of \$5,740,724.20 plus contingency and appropriate the funds to rehabilitate and clean sewer pipe in the sewer system. He added the procedure of cured-in-place pipe does not require excavation but uses an epoxy lining which cures within the sewer pipe.

Councilman McGull asked how much of the pipeline would be cured-in-place. Mr. Kemper responded that it is approximately several hundred thousand feet of sewer. He added the process will be implemented over phases over the next five to ten years. Councilman McGull asked if the proposed addresses part of the City's obligation under the Consent Decree. Mr. Kemper responded the City is required to eliminate overflows, and the proposed is one solution to that. He noted any overflow is out of compliance, and a Consent Judgement is not unusual.

Councilman Jenson noted the procedure sounds as if it would be less disruptive than a traditional sewer pipe replacement and asked if there would be disruption to the transportation network. Mr. Kemper noted most are in residential neighborhoods, and neighbors are notified. Councilman Jenson asked that any disruptions be thoughtful in nature and coordinated with other City departments. Dan Smith, Director of Public Works, responded any disruptions to traffic are carefully coordinated to minimize any disruptions.

Councilman Hosmer asked the cost difference between cured-in-place pipe and pipe replacement. Mr. Kemper responded the difference in cost is significant, with cured-in-place being approximately 10% of the cost and the lining is anticipated to last 50 years or more.

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

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.

Erick Roberts, Assistant Director of Environmental Services, provided a brief overview of the proposed. Mr. Roberts noted the proposed would authorize the issuance of Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority - Energy Facilities Revenue Bonds), Series 2023, in an amount not to exceed \$13 million. If approved, the

purpose would be to expand and improve the City's landfill biogas recovery system and maintain compliance with the Federal Clean Air Act.

Councilman McGull expressed his agreement with the proposed use of the bonds. He asked if the bonds would be publicly traded. David Holtmann, Director of Finance, responded the bonds will be competitively marketed with a public sale to the highest bidder. The City will enter into an agreement to service the debt in an amount equal to the bonds.

Mayor Pro Tem Simpson asked what the reduction in carbon emissions would be. Mr. Roberts responded there would be a twenty-one fold reduction in greenhouse gas production. Mayor Pro Tem Simpson asked if there would be a corresponding increase in power production. Mr. Roberts responded there is potential for doubling the power production, and this generated power would garner reimbursement from City Utilities to the City.

Councilman Hosmer asked if the reimbursement would be what the power could be sold for. Mr. Roberts responded the reimbursement is the amount calculated by City Utilities and provided through their rate sheet.

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

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.

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 Subsidy Escrow Agreement for the purpose of receiving the benefit of investment earnings in connection with the expansion and improvement of the City's landfill biogas recovery system. Councilman McGull asked what the bond rate would be. Mr. Holtmann responded the bond rate would be approximately 4%. He further noted the Subsidy Agreement reduces the rate to 3%.

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

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.

Bob Jones, Grants Administrator, provided a brief overview of the proposed. Mr. Jones noted the proposed would allow use of up to \$1,927,610 of the City's Coronavirus State and Local Recovery Funds for homeless shelter facilities. Mr. Jones noted the amendment will provide

flexibility to use the term congregate or non-congregate shelter.

Councilwoman Horton expressed her belief the need for more shelter beds is great. Ms. Horton mentioned a Salvation Army project and expressed her belief both non-congregate and congregate shelters are needed.

Mayor Pro Tem Simpson noted when the allocations were made the hope was to track funds for best use. He asked if the City would continue to work with agencies regarding types of shelter. Mr. Jones responded they will continue to track and follow additional funds.

Councilman Jenson expressed his appreciation for the dedication to improving homeless issues. He asked what the anticipated number of additional beds would be. Mr. Jones responded that is dependent on the type of development that is proposed and there is no restriction on the number of beds necessary for receiving of funds. He added factors of evaluation do not have a size restriction.

Councilman Hosmer asked if the issue would come back to City Council for approval. Mr. Gage responded there is no issue with City Council reviewing the proposals.

An opportunity was given for citizens to express their views.

Alice Barber spoke in support of the proposed. Ms. Barber noted over 1,000 individuals in Springfield are unhoused. She expressed her belief there is demand and need for shelters. Citizens need homes, and the City needs more legislation regarding shelter.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

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

Ms. Knapp withdrew her request to speak.

14.2. Angela Allen wishes to address City Council.

Angela Allen, a representative of Moms Demand Action for Gun Sense, noted the wear orange campaign which demands an end to gun violence. Ms. Allen noted a clean-up can be used as a violence intervention program. Ms. Allen expressed her belief that without action, there is no change. Ms. Allen noted one neighborhood clean-up was funded and asked City Council to fund clean-ups twice per year.

Councilman McGull asked if the clean-up focus was on bulky items. Ms. Allen noted the question would be addressed by the next speaker.

Councilwoman Horton expressed her appreciation for the clean-up at Grant Beach Park. She noted the engagement of children in the process is appreciated. Councilwoman Horton asked how the group would pair with neighborhoods. Ms. Allen responded through artwork and learning from other groups who deal with gun violence.

14.3. Lee Ann Camey wishes to address City Council.

Lee Ann Camey, Director of the Springfield Community Land Trust, noted there were 65 volunteers from 7 organizations that coordinated the Grant Beach Park clean-up. She further noted they assisted families with clean-up to remedy violations and served 75 households. Ms. Camey asked City Council to assist with funding for the clean-ups.

Councilman Jenson asked what day of the week the clean-up took place. Ms. Camey responded on a Saturday. Councilman Jenson expressed his belief this was a good day of the week as more volunteers are available.

Councilman McGull expressed his belief the clean ups create strong communities.

14.4. Nancy Doman wishes to address City Council.

Nancy Doman did not appear.

14.5. Kyle Snyder wishes to address City Council.

Kyle Snyder did not appear.

14.6. Bryan Harlow wishes to address City Council.

Bryan Harlow did not appear.

14.7. Rose Weber wishes to address City Council.

Rose Weber 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 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. (Recommended)

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.)

Council Bill 2023-167 (Simpson) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.)

Council Bill 2023-154 (Horton, McGull) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-155 (Hosmer) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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.

Council Bill 2023-156 (Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

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

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: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, McClure. Nays: None. Absent: Lee. Abstain: None.



EXPLANATION TO COUNCIL BILL 2023-169 (CITY COUNCIL)

FILED: 07/03/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE: A resolution recognizing the dedicated public service of Kris Inman, Director of Springfield-Greene County 9-1-1, upon the occasion of his retirement.

PURPOSE: To recognize Kris Inman, Director of Springfield-Greene County 9-1-1, for his dedicated years of service and wish him well upon the occasion of his retirement.

BACKGROUND INFORMATION: Kris Inman began his career with Springfield-Greene County 9-1-1 as a Telecommunicator in 1994. Kris served as the department's Training & Education Manager since 2012, working his way up from dispatcher, trainer, and supervisor before being appointed to Director in May of 2020.

As the Director of Emergency Communications, Kris was responsible for the operations, which included County 9-1-1 Emergency Communications dispatching for 13 fire agencies and nine law enforcement agencies, including those of Springfield, and answering between 10,000 and 25,000 emergency 911 calls every month.

Kris's tenure as Director has been marked by significant achievements, including finalization and implementation of five new career ladder positions, approval of staff pay raises of over 20%, implementation of LAGERS 55 retirement age for 911 employees, upgrading and improving dispatch and training infrastructure, an employee gym being designed and completed, 13 employees receiving recognition for state and local awards, budget surpluses reaching nearly five times required levels, and initiation of a next generation 9-1-1 technology project

Kris is a certified yoga instructor and led classes for 9-1-1 staff members over the last year, and taught yoga at several conferences at both the state and national level.

Kris recently concluded a two-year term as Chair of the City's United Way campaign and is an MS activist with the Multiple Sclerosis Society, serving as Emcee for local events such as "Bike MS Ozarks" and "Walk MS."

Kris served as an adjunct professor of Communication & First Year Foundations at Missouri State University, where he was honored in 2022 with a University Teaching Award from the MSU Faculty Center for Teaching and Learning. Kris currently teaches graduate and undergraduate courses at Drury University.

Always known for his contagious positive attitude and boundless energy, Mr. Inman leaves a legacy of excellence and compassion. Kris Inman will be retiring on July 17,



2023.

Submitted By: Anita Cotter, City Clerk

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 7/5/2023

Attachments: 1. Kris Inman Retirement Resolution

WHEREAS, Mr. Inman is a certified yoga instructor and led classes for 9-1-1 staff members over the last year, and taught yoga at several conferences at both the state and national level; and

WHEREAS, Mr. Inman recently concluded a two-year term as Chair of the City's United Way campaign and is an activist with the Multiple Sclerosis Society, serving as Emcee for local events such as "Bike MS Ozarks" and "Walk MS;" and

WHEREAS, Mr. Inman served as an adjunct professor of Communication & First Year Foundations at Missouri State University, where he was honored in 2022 with a University Teaching Award from the MSU Faculty Center for Teaching and Learning; and

WHEREAS, Mr. Inman currently teaches graduate and undergraduate courses at Drury University; and

WHEREAS, always known for his contagious positive attitude and boundless energy, Mr. Inman leaves a legacy of excellence and compassion.

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

Section 1 – The City Council hereby recognizes and honors Kris Inman with gratitude for his service to the City of Springfield, the City Council, Springfield-Greene County 9-1-1, and the citizens of this community, and wishes him many years of leisure time and enjoyment upon the occasion of his retirement.

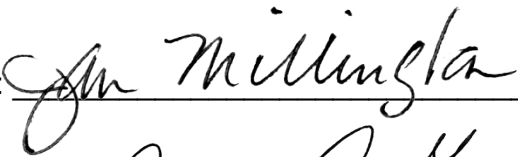
Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager



EXPLANATION TO COUNCIL BILL 2023-161 (HOSMER)

FILED: 06/27/2023

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:



- 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: 06/27/2023

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:

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

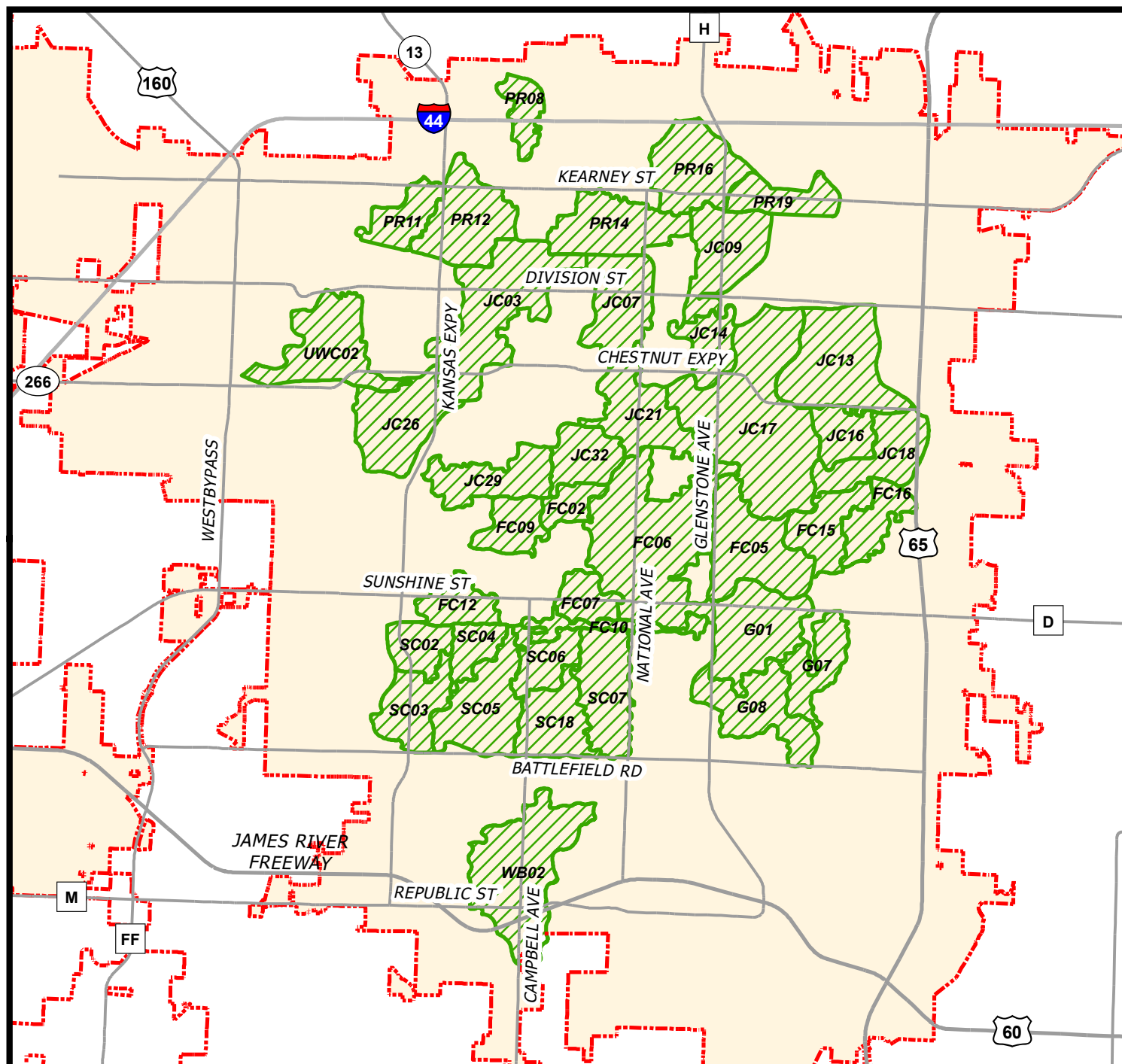
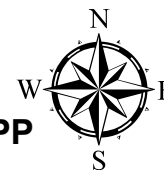
102 Filed as Ordinance: _____
103

104
105 Approved as to form: John Millington, Deputy City Attorney
106

107
108 Approved for Council action: Jason A. Page, City Manager



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 6 PUBLIC SEWER REHABILITATION - Cleaning, CCTV & CIPP



Sanitary Sewer Sub-basin Labels

Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 6 Rehab- CIPP
- City Limit Boundary
- City of Springfield Area

- | | | |
|------------------------------------|----------------------------------|----------------------------------|
| FC02 - Fasnicht Creek Sub-basin 2 | JC07 - Jordan Creek Sub-basin 7 | PR12 - Pea Ridge Sub-basin 12 |
| FC05 - Fasnicht Creek Sub-basin 5 | JC09 - Jordan Creek Sub-basin 9 | PR14 - Pea Ridge Sub-basin 14 |
| FC06 - Fasnicht Creek Sub-basin 6 | JC13 - Jordan Creek Sub-basin 13 | PR16 - Pea Ridge Sub-basin 16 |
| FC07 - Fasnicht Creek Sub-basin 7 | JC14 - Jordan Creek Sub-basin 14 | PR19 - Pea Ridge Sub-basin 19 |
| FC09 - Fasnicht Creek Sub-basin 9 | JC16 - Jordan Creek Sub-basin 16 | SC02 - South Creek Sub-basin 2 |
| FC10 - Fasnicht Creek Sub-basin 10 | JC17 - Jordan Creek Sub-basin 17 | SC03 - South Creek Sub-basin 3 |
| FC12 - Fasnicht Creek Sub-basin 12 | JC18 - Jordan Creek Sub-basin 18 | SC04 - South Creek Sub-basin 4 |
| FC15 - Fasnicht Creek Sub-basin 15 | JC21 - Jordan Creek Sub-basin 21 | SC05 - South Creek Sub-basin 5 |
| FC16 - Fasnicht 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:

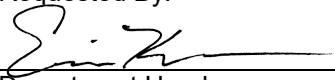
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103337	00000	\$6,314,796.62	Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehab - Sewer Main Cleaning, CCTV, and Cured-In-Place Pipe
Net Expenditure Adjustment						\$6,314,796.62	

Fund Balance Appropriation:

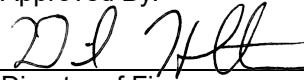
Fund	Title	Amount
53020	Clean Water Improvement Fund	(6,314,796.62)

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:


Department Head 6-20-2023
Date

Approved By:


Director of Finance 6-20-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-162
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-163 (HOSMER)

FILED: 06/27/2023

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:

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).
170

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.

854 ARTICLE XI

855 MISCELLANEOUS PROVISIONS

856
857
858 Section 1101. Further Authority. The officers of the City, including the
859 Mayor, City Manager, Director of Finance and the City Clerk, are authorized and directed
860 to execute all documents and take the actions as are necessary or advisable in order to
861 carry out and perform the purposes of this Ordinance and to make ministerial changes in
862 the documents approved by this Ordinance which they may approve. The execution of
863 any document or taking of any related action constitutes conclusive evidence of the
864 necessity or advisability of the action or change.

865
866 Section 1102. Budget Adjustment for Fiscal Year Ending June 30, 2024;
867 Accounting.

868
869 (a) The City's budget for the Fiscal Year ending June 30, 2024, is hereby
870 amended in the accounts and in the amounts as shown on Budget Adjustment No. 003,
871 a copy of which is attached as "Exhibit D." The City Council finds that the budget
872 adjustment made in this Section has been recommended by the City Manager and further
873 finds that an emergency exists, and the budget adjustment herein made is necessary to
874 meet the pressing need for payment of current expenses of the City government.

875
876 (b) The City Manager is directed to cause the appropriate accounting entries to
877 be made in the books and records of the City. If additional funding is required, the Director
878 of Finance is hereby authorized to adjust this appropriation by an amount not to exceed
879 20% of the sum shown in "Exhibit D."

880
881 Section 1103. Electronic Transactions. The transactions described in this
882 Ordinance and the Bonds may be conducted and related documents may be stored,
883 received and delivered by electronic means. Copies, telecopies, facsimiles, electronic
884 files and other reproductions of original executed documents shall be deemed to be
885 authentic and valid counterparts of such original documents for all purposes, including
886 the filing of any claim, action or suit in the appropriate court of law.

887
888 Section 1104. Severability. If any section or other part of this Ordinance is
889 for any reason held invalid, the invalidity will not affect the validity of the other provisions
890 of this Ordinance.

891
892 Section 1105. Governing Law. This Ordinance is governed by and will be
893 construed in accordance with the laws of the State.

894
895 Section 1106. Declaration of Emergency; Effective Date. The City Council
896 finds and declares that this Ordinance constitutes an emergency because it pertains to the
897 payment of current expenses of the City. Therefore, this Ordinance is in full force and effect
898 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 Indemnatee under this Section to the extent that damages are incurred by such Indemnatee as a result of such Indemnatee'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:

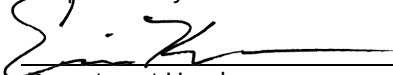
Fund	Dept	Org	Account	P&G	Location	Amount	Description
55070	08	33520	509110	000000	00000	\$ 12,000,000	Capital Projects-Landfill Biogas Recovery System
55070	08	33520	509360	000000	00000	500,000	Cost of Issuance
55070	08	33520	509340	000000	00000	500,000	Debt Service - Interest
55010	08	33520	509110	000000	00000	3,000,000	Capital Projects-Landfill Biogas Recovery System
Net Expenditure Adjustment						\$ 16,000,000	

Fund Balance Appropriation:

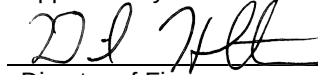
Fund	Title	Amount
55010	08 Fund Balance Appropriation	\$ 3,000,000

Explanation: To amend the FY2023-24 budget to appropriate bond proceeds for Series 2023, Special Obligation Bonds (State Environmental Improvement and Energy Resources Authority - Energy Facilities 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:


Department Head 6-20-2023
Date

Approved By:


Director of Finance 6-20-2023
Date

Authorization:

Council Bill No. 2023-163
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

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

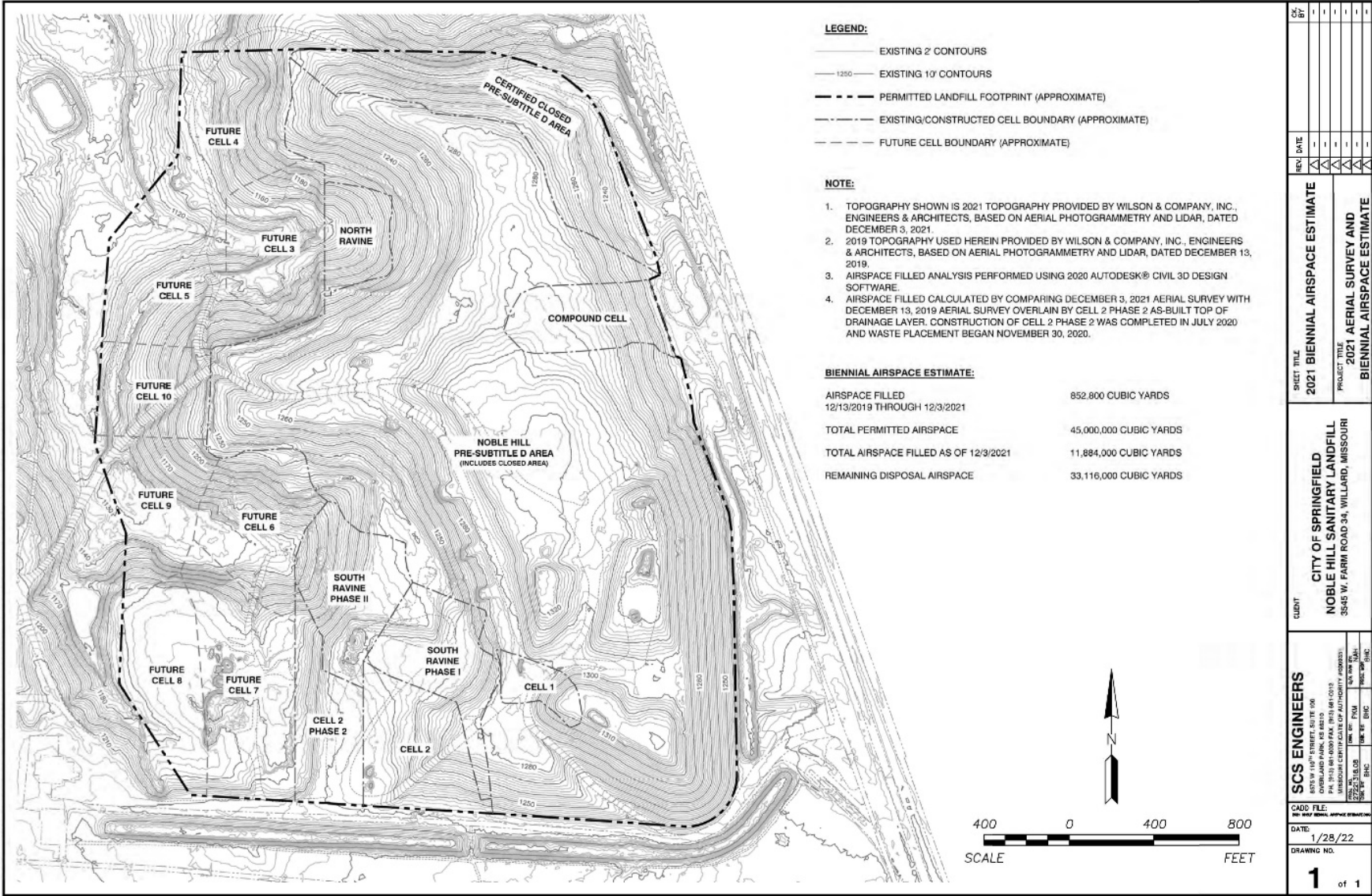
geotechnical barrier and a leachate collection system designed to protect the surrounding environment. The remote location of the Noble Hill Landfill is uniquely suited for its intended purpose; sparse residential and commercial development effectively minimizes encroachment problems currently being 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.

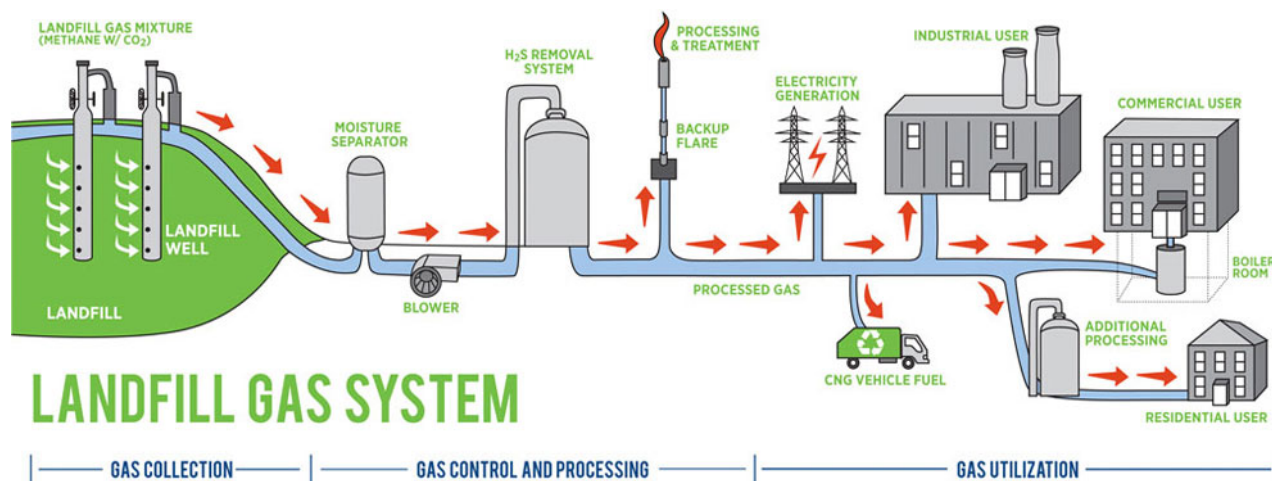
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A rendering of the Noble Hill Landfill is shown below.



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.

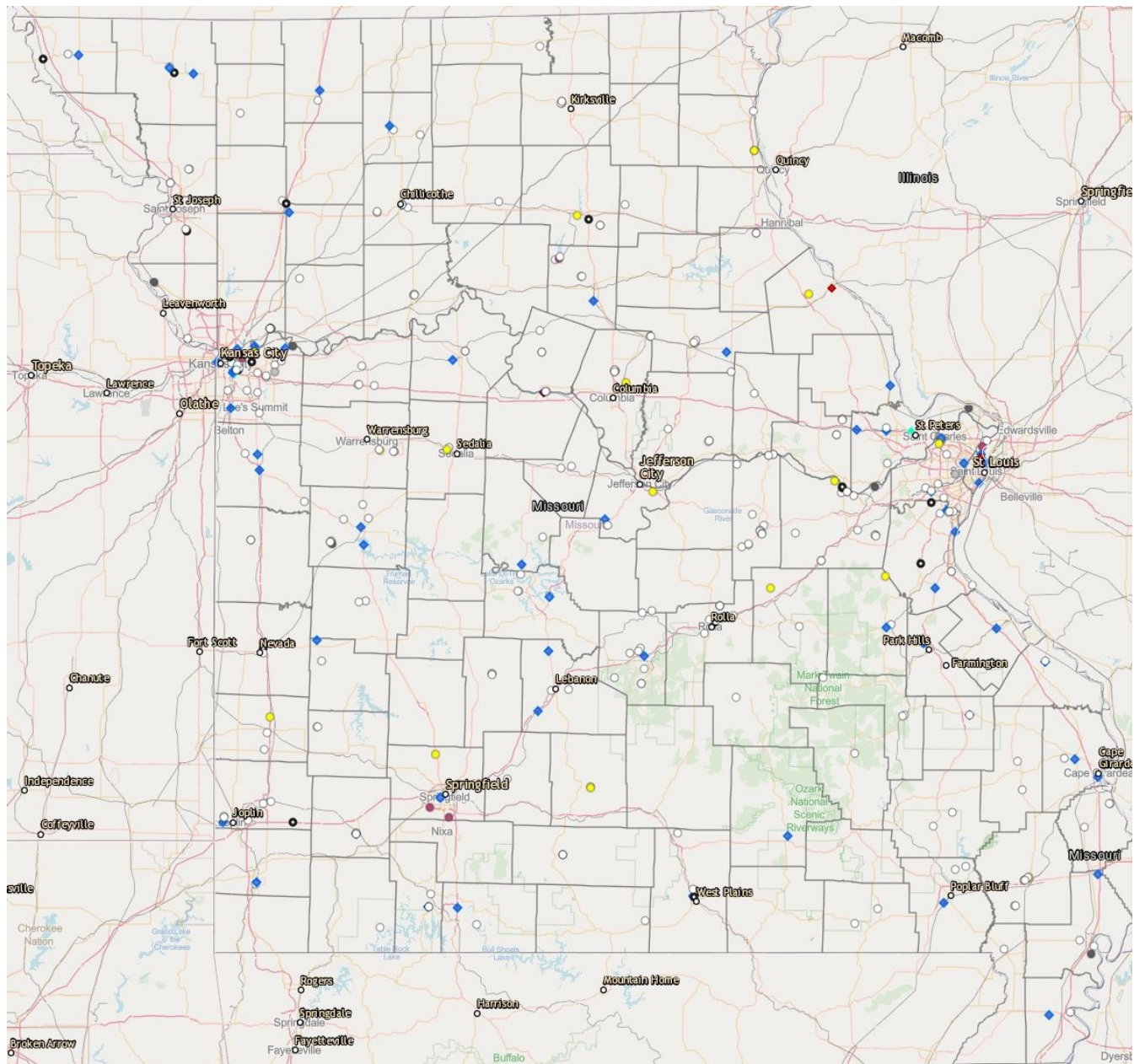
⁽²⁾ Through May 2023.

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>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	<u>\$624,111,269</u>	<u>\$608,774,686</u>	<u>\$ 15,336,583</u>
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	<u>61,430,224</u>	<u>(54,105,954)</u>	<u>115,536,178</u>
Balances as of June 30, 2022	<u>\$685,541,493</u>	<u>\$554,668,732</u>	<u>\$130,872,761</u>

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	<u>554,668,732</u>	<u>554,668,732</u>	<u>554,668,732</u>
Net pension liability (asset)	<u>\$227,903,119</u>	<u>\$130,872,761</u>	<u>\$ 52,652,283</u>

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	<u>\$51,894,936</u>	<u>\$ -</u>

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	Percentage retiring

<u>Age</u>	<u>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: 06/27/2023

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:

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 Approved as to form: John Millington, Deputy City Attorney

51
52
53 Approved for Council action: Jason A. Hays, City Manager
54

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: 06/27/2023

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:

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

WHEREAS, Planning and Development Department staff received a proposal from The Kitchen, Inc., to develop a non-congregate shelter but before a final award could be prepared, The Kitchen received an award of \$2,500,200 for the same shelter project from the State of Missouri Department of Economic Development, freeing up \$1,927,610 of the City's Recovery Funds; and

WHEREAS, City staff believes the freed-up Recovery Funds can be applied to congregate shelters as well as non-congregate shelters, and staff wishes to solicit proposals for shelters without the non-congregate restriction included in Special Ordinance 27775.

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

Section 1 – Special Ordinance 27775, Section 5, is hereby amended by authorizing 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.

Section 2 – City Council hereby authorizes the City Manager, or his designee, to enter into any necessary funding agreements with recipients of funds for the projects identified in Section 1 above, provided that any agreements or documents executed pursuant to this authority are in a form approved by the City Attorney.

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: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2023-170 (JENSON)

FILED: 06/22/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 474 for the purpose of permitting an automobile service garage as a conditional use within the GR – General retail district, generally located at 4564 South Campbell Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Campbell - Buena Vista LLC, VantEdge Auto T5; 4564 S. Campbell Avenue; Conditional Use Permit No. 474).

PURPOSE: To permit an automobile service garage as a conditional use within the GR, General retail district located at 4564 S. Campbell Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 474

The applicants, Campbell-Buena Vista LLC and VantEdge Auto T5, request a Conditional Use Permit to allow for the construction of a new automobile service garage at 4564 S. Campbell Avenue, near the intersection of S. Campbell Avenue and W. Buena Vista Street. Automobile service garages include those establishments which perform minor maintenance on vehicles, such as oil changes; body and fender repair or painting activity would not be permitted with the approval of a Conditional Use Permit.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 1" shall govern and control the use and development of the land in Conditional Use Permit Number 474 in a manner consistent with the attached site plan ("Exhibit D - Attachment 3").

FINDINGS FOR STAFF RECOMMENDATION:

This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").

Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 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 June 8, 2023, and recommended approval, by a vote of 9 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:

Maurice S. Jones, Deputy City Manager 7/3/2023

- Attachments:**
1. CUP 474 4564 S campbell_ord
 2. CUP 474_exhA
 3. CUP 474_exhB
 4. CUP 474_exhC
 5. CUP 474_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 07-03-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-170

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 474 for the purpose of permitting an
2 automobile service garage as a conditional use within the GR –
3 General retail district, generally located at 4564 South Campbell
4 Avenue. (Staff and Planning and Zoning Commission both
5 recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on June 8, 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. 474 for the property
16 generally located at 4564 South Campbell Avenue and zoned GR – General retail
17 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. 474; 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 4564 South Campbell Avenue.
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. 474 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. 474 is

35 granted for the purpose of permitting an automobile service garage as a conditional use
36 within the GR – General retail district, located at the property described in “Exhibit B,”
37 which is attached hereto and incorporated herein by this reference, and which is
38 generally located at 4564 South Campbell Avenue.
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 474” 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 Bennis, Assistant City Attorney
68

69
70 Approved for Council action: Jason C. Hays, City Manager
71

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 474

1. The automobile service garage shall comply with all of the standards listed in Exhibit D - Attachment 2.
2. The automobile service garage 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. 474

All of Lot One (1), Shadowood 2nd Additiona, being a replat of Parcel 1 and Parcel 2 and Parcel 3 of Lot 2 of Shadowood Sudivision Amended Plat, City of Springfield, Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 8, 2023

Conditional Use Permit 474
4564 South Campbell Avenue

Applicant: Campbell-Buena Vista, LLC / VantEdge Auto T5

Mr. McGinnis stated that this is a request to permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District.

Mr. Jobe opened the public hearing.

Mr. Derek Ziegelbein, 3213 S. West Bypass, here on behalf of the owner and noted that it is not automobile repair but a quick service for replacing fluids, wheel changes, etc.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **adopt** Conditional Use Permit 474 (4564 South Campbell Avenue) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1 to the staff report. Mr. Lebeck seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



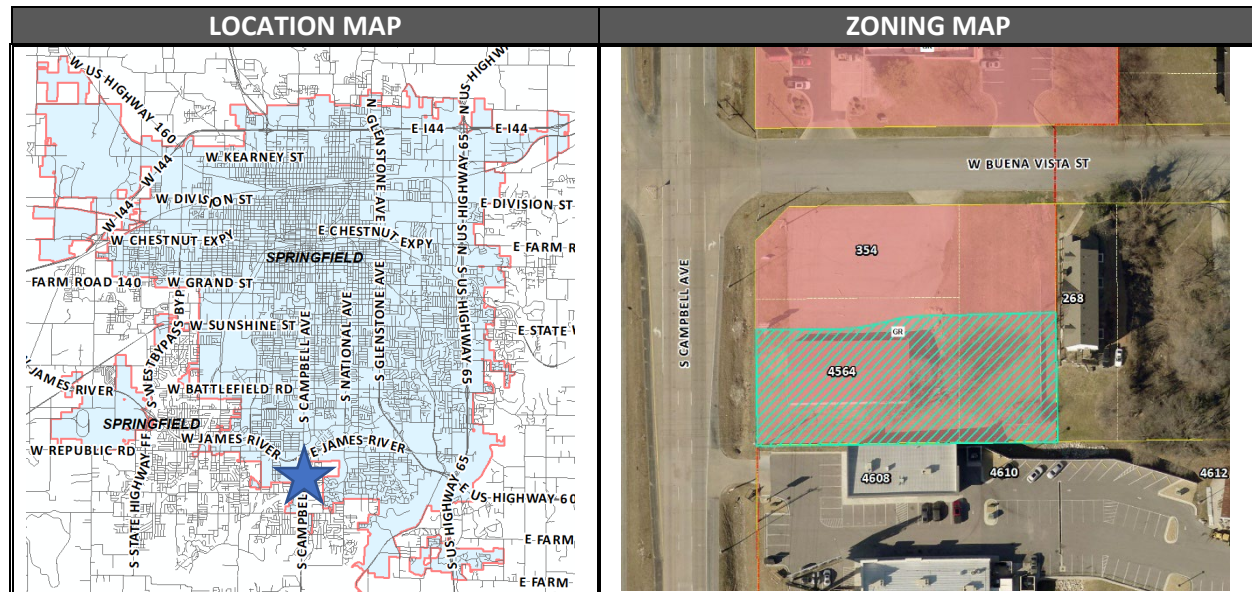
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 474
Location:	4564 S. Campbell Avenue
Total Acres:	0.58 acres
Applicant:	Campbell-Buena Vista LLC, VantEdge Auto T5
Existing Land Use:	Vacant/Unused
Neighborhood Meeting:	May 18, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 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 adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 474 subject to the conditions listed in Attachment 1 to 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 permit an automobile service garage as a Conditional Use Permit within a GR, General retail district generally located at 4564 S. Campbell Avenue.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

The subject property was annexed into the City in early 2023 via Ordinance No. 6767 and was subsequently zoned GR, General Retail district via Ordinance No. 6768. Prior to its annexation, the previous commercial tenant sold fireworks.

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.*

DEVELOPMENT REVIEW STAFF REPORT

- (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.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

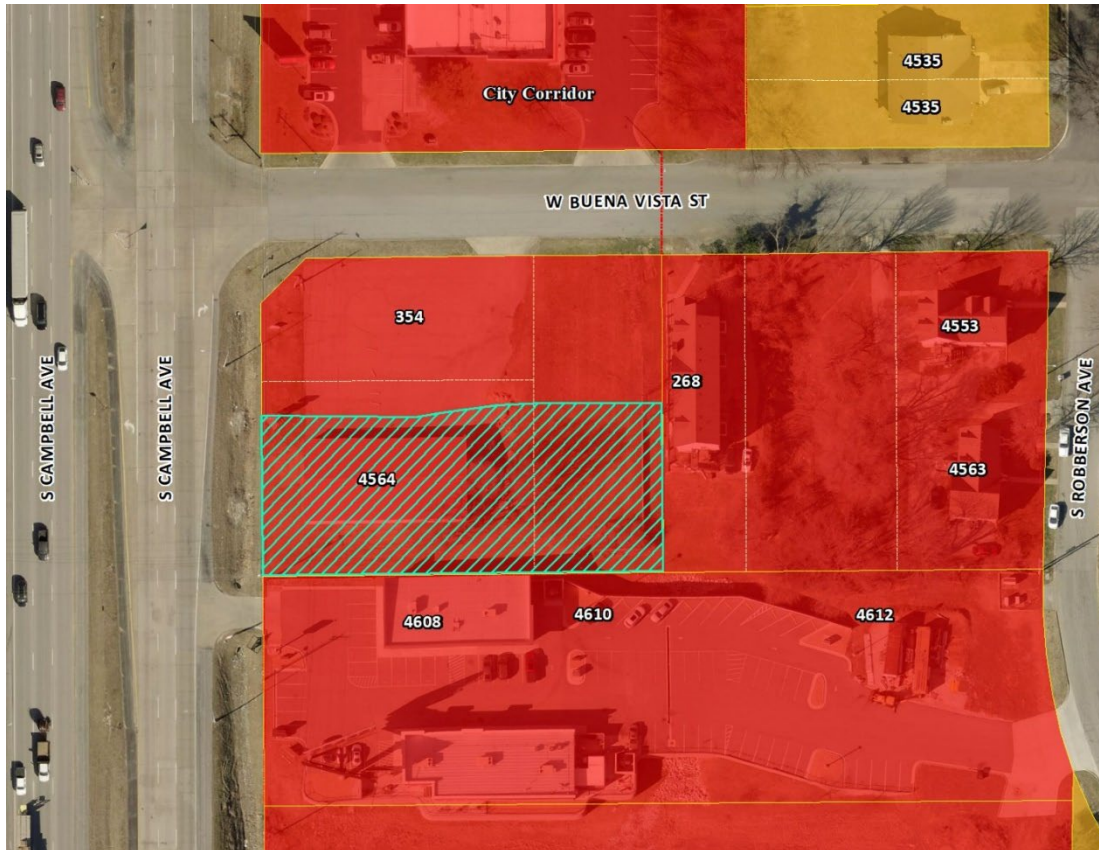
The City's *Comprehensive Plan* classifies this property as part of the City Corridor Placetype, which is detailed in Chapter 5: Land Use & Development. Per the plan, this Placetype "...predominantly consists of commercial and service-related development... [providing] a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors." Based on the land uses typically contained within this Placetype, it is best situated along major roadways which receive a high volume of traffic, utilizing access management through the use of curb cut consolidation and cross-access agreements between commercial properties to reduce traffic conflicts and backups. Where commercial development abuts conflicting land uses, such as residential land uses, the *Comprehensive Plan* calls for sufficient screening between such properties. The plan also calls for thoughtful site design which emphasizes improved placemaking and streetscaping through the use of quality exterior materials and street-facing development – though our current zoning regulations do not necessarily reflect these goals at this time.

The subject property is currently zoned GR, General Retail district, which is described in Section 36-421 of the City's *Land Development Code*. This district permits a large variety of commercial-, service-, and entertainment-oriented land uses located along or at the intersection of two or more streets classified as arterials or higher (this property is located along S. Campbell Avenue, classified as an Expressway at this location, and will take access to W. Buena Vista Street via a cross-access easement through the proposed lot to the north per the administrative subdivision currently under review by staff [ADMSUB2023-00002]). Per subsection (3), Conditional uses, of Section 36-421, automobile service garages may be permitted within the GR district with the approval of a Conditional Use Permit pursuant to Section 36-363,

DEVELOPMENT REVIEW STAFF REPORT

Conditional use permits. Based on these factors, the proposed automobile service garage would generally conform with the objectives and intent of the *Comprehensive Plan*.

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, Arden & Innovation Spokes	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		●	●	○										

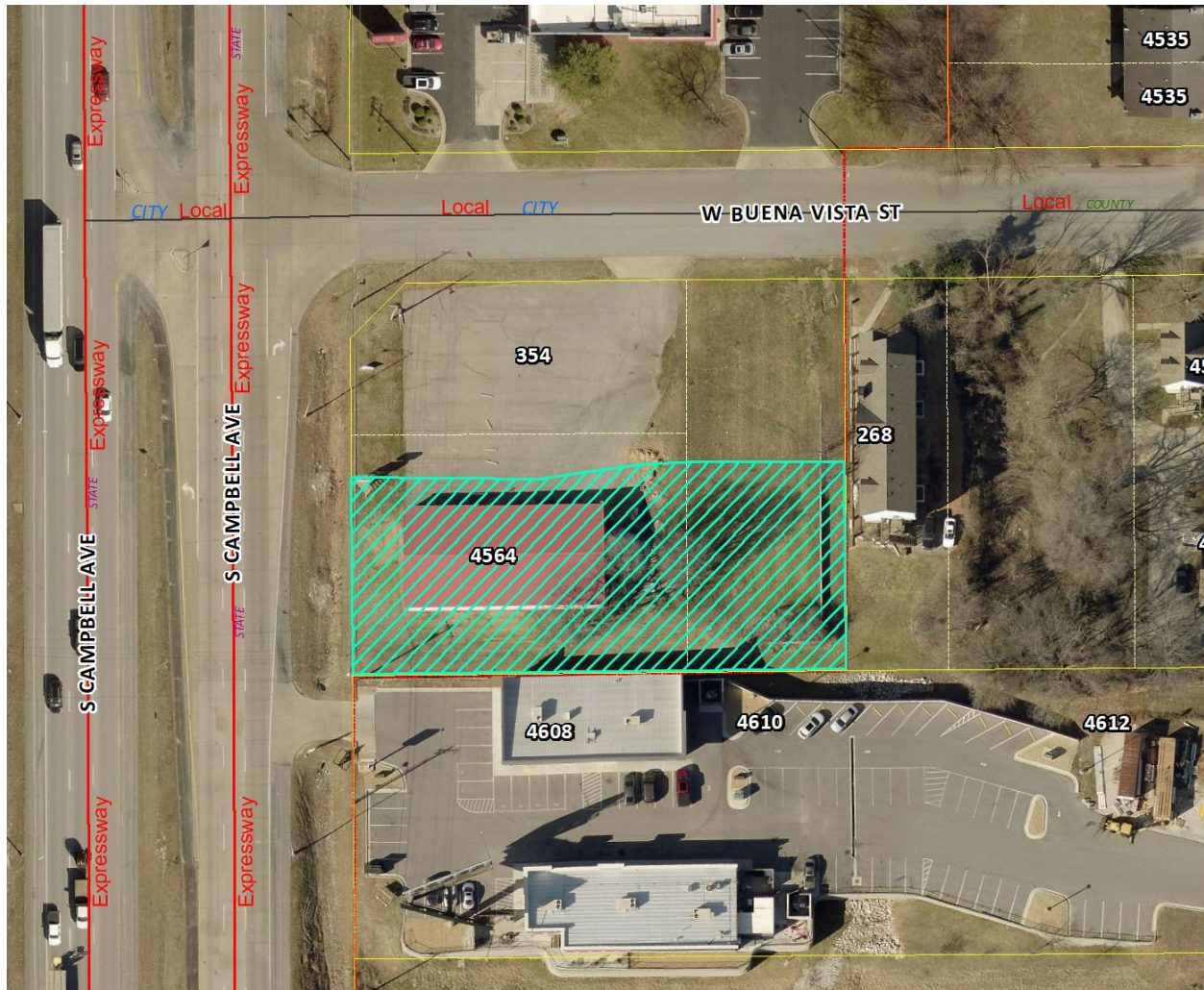
● Primary Land Use: More prominent and play a pivotal role in characterizing that placetype

○ 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	GR	Greene County C-2	Greene County R-4	GR
LAND USE	Commercial strip center	Eating & drinking establishment, retail sales	Multifamily dwellings	Public Library
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

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. For specific utility-oriented comments, refer to PRJ2023-00546, as needed.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objection to the proposed Conditional Use Permit. Development of this property is contingent upon the extension of public sewer infrastructure to serve the site. The plans for this sewer extension have been approved by the City but have not yet been filed.
4. FIRE DEPARTMENT:
No issues with the proposed Conditional Use Permit.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:
Site Description & Drainage Pattern:
4564 S. Campbell Avenue is a one-half acre lot that is part of one-acre redevelopment that has a regional basin providing Water Quality. The property is in the **Ward Branch** 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 or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in-lieu-of on-site stormwater detention **will be allowed due to proximity to the floodplain**.

Public Works – Stormwater has no concerns for the proposed Conditional Use Permit. 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 from the City's Flood Control and Water Quality Protection Manual, Version April 2022.

Detention & Discharge Requirements:

A fee in-lieu-of on-site detention was paid as part of the public improvements detailed in 2023PW0006.

Water Quality Requirements:

Water Quality is provided through the basin constructed for both lots included in the subdivision associated with 2023PW0006.

Floodplain:

Not applicable to this site.

DEVELOPMENT REVIEW STAFF REPORT

Natural Channel & Stream Buffers:

Not applicable to this site.

Sinkholes & Karst Features:

Not applicable to this site.

Additional Stormwater Requirements:

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 Environmental Services – Water Quality per Chapter 12, Section 3.0. As-built of the detention and Water Quality improvements are required. We would like the following as-builts notes on the plans: 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 the construction to allow the engineer to make any observations necessary during construction to certify the measures.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	S. Campbell Avenue	Expressway	MoDOT	65	95	39,551	No	No	No

Access:

There is currently no driveway access point onto the property from S. Campbell Avenue. No access is allowed to S. Campbell Avenue. All access will come from W. Buena Vista Street through a cross-access easement.

Trails, Bus Stops, & Additional Information:

Ward Branch Greenway Trail is near the property. There is one bus stop along S. Campbell Avenue near the property.

Improvements:

No improvements are required for this development. A traffic study is not required for this development.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicants, Campbell-Buena Vista LLC and VantEdge Auto T5, have requested this Conditional Use Permit for an automobile service garage within an existing GR district located at the intersection of S. Campbell Avenue and W. Buena Vista Street. Automobile service garages are a conditional use within the GR district as outlined in Section 36-421 of the City's *Land Development Code*. Per staff's analysis on pages four and five of this report, the proposal generally conforms to the objectives and intent of the *Comprehensive Plan's* City Corridor Placetype, which is meant to contain a variety of commercial-, service-, and entertainment-oriented land uses along higher classification roadways.
2. A site plan package has been provided (Attachment 3) depicting the scope of the proposed development. Per this plan package, the development would take sole access from W. Buena Vista Street via a cross-access easement and would install and maintain a landscape buffer along the east property line where the property abuts a residential land use. Both items are in alignment with the *Comprehensive Plan's* recommendations for development in this Placetype.
3. The applicants have responded to the 21 standards of approval (Attachment 2), which are required as part of all Conditional Use Permit applications.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* City Corridor Placetype and 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, or
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. 474

1. The automobile service garage shall comply with all of the standards listed in Attachment 2.
2. The automobile service garage 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. 474

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> .	Yes. A Conditional Use Permit allowing for an automobile body/repair business in this location is consistent with the City of Springfield's <i>Comprehensive Plan</i> .	The proposed conditional use is consistent with the adopted policies of the <i>Comprehensive Plan</i> per staff's analysis contained in pages four and five of this report, above.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. The site's proposed access will meet all City of Springfield regulations.	Staff has reviewed the proposed plan package and, per Public Works – Traffic's review, does not anticipate that this use will adversely affect the safety of the motoring public or pedestrians in the vicinity of the proposed vicinity. In alignment with the <i>Comprehensive Plan's</i> recommendations to consolidate access points onto public right-of-way in the City Corridor Placetype in order to reduce traffic conflicts and potential hazards, the applicant has proposed to share access from W. Buena Vista Street with the future development to the north via a cross-access easement.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. A fire lane meeting the requirements of the International Fire Code and the City of Springfield Fire Department will be provided. All other requirements will be addressed during the site plan review process.	Should the Conditional Use Permit be approved, all future building permits will be reviewed by the Fire Department for compliance with the applicable Codes and regulations pertaining to fire safety and control.

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4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No. The proposed development will meet all City of Springfield regulations regarding stormwater management. All runoff drawings go downstream to a regional detention and extended detention basins constructed as part of 9PW4715 so no adjacent properties will see an increase of runoff.	Per the review provided by Public Works – Stormwater and the applicant's response, the subject site drains to existing detention facilities constructed to meet the needs of future development on this lot.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. The noise levels of the equipment to be used onsite should be at or close to the existing noise levels in the area created by the traffic on S. Campbell Avenue and W. Buena Vista Street, and the existing commercial uses to the north and south.	Staff does not anticipate that the proposed conditional use will produce noise levels in excess of those typically associated with the uses permitted by right in the GR district. Furthermore, per the use limitations noted in Section 36-421 (4) of the <i>Land Development Code</i> , the use will be subject to the noise standards contained in Section 36-485.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	Glare from vehicular lights will not be an issue because screening will be provided per City of Springfield requirements. A photometric site plan will be developed per City of Springfield regulations to keep light at allowable levels on adjacent properties. Stationary lights will be positioned to direct light away from neighboring properties and roads.	Per the requirements of Section 36-480, Screening and fencing, a permitted form of headlight screening will be required for any vehicular use areas which direct headlights to the east (a residential land use). As stated by the applicant, they will also be required to provide a photometric site plan meeting the requirements and limitations of Section 36-484. Both of these items would be reviewed and enforced at the time of the building permit review.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	Yes. Any signage and site lighting will be installed per City of Springfield requirements.	Staff has not noted any concerns with the signage proposed at this time. Furthermore, all signage will be subject to a sign permit review enforcing the regulations of Section 36-454, which is

DEVELOPMENT REVIEW STAFF REPORT

		completed separately from the building permit review.
8. Such signs will not have an adverse effect on any adjacent properties.	No. The proposed monument sign will be located appropriately and sized for the site. All signage will meet City standards.	All future signage will be subject to the requirements and limitations of Section 36-454, which are enforced through the sign permit review process administered by Building Development Services.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. W. Buena Vista Street is classified as a Local street with two travel lanes and a low speed limit. This is suitable for the proposed use.	The total property within which the subject development would be contained is undergoing an administrative subdivision that will limit this area's frontage to S. Campbell Avenue, from which the site will not be permitted to take access. All traffic traveling to this property will enter through a shared access point located on W. Buena Vista Street to be constructed to the City's standards.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	No. The site is in close proximity to retail shops and auto repair shops. This will make it compatible with existing surrounding developments. The proposed improvements will be constructed per City of Springfield standards and will not adversely affect the surrounding commercial properties.	This development would fill unused commercial land along the east side of S. Campbell Avenue's commercial frontage, making the use compatible with both the existing land uses along the corridor as well as those permitted in the present zoning. Where the development abuts residential land to the east, a bufferyard C shall 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	The proposed building will be in accordance with and will be similar in height to the existing neighboring buildings. The fences onsite would be the trash pad screening, a gate to separate the parking lot from customer access the car/mechanic retention area, and possibly a	The GR district limits the height of structures by a 30-degree bulk plane, which only applies from properties zoned R-SF or R-TH. As a result, there is technically no maximum height limit for any development on this property, regardless of the approval of the proposed conditional use. To help shield the existing residential land uses

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.	screening fence on the north side of the site which would provide additional screening for S. Campbell Avenue. Landscaping and screening will conform with the City of Springfield zoning requirements.	from this commercial development, a minimum 15-foot-wide bufferyard C will be required along the east property line, and any vehicular use area which results in vehicular lights being directed to the east will be required to be screened per Section 36-480.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. There are no significant natural topographic or physical features on the site. The entire site is currently vacant.	Staff is in agreement with the applicant in that this site lacks significant natural topographic or physical features.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. The entire site is currently vacant.	Staff is in agreement with the applicant in that the site does not contain any natural, scenic, or historic features of significance.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. The proposed development will comply with all other City of Springfield regulations.	Staff has reviewed the plan package submitted by the applicant and has not found it to be deficient. Furthermore, a full permit plan package will be submitted and reviewed for compliance with all Zoning Ordinance requirements and limitations following the approval of a Conditional Use Permit.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. The site will provide the public with an optional service/amenity.	If approved, the conditional use would result in the creation of an additional amenity for the motoring public which frequents the heavily trafficked S. Campbell Avenue corridor.

DEVELOPMENT REVIEW STAFF REPORT

16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	Yes. The parking and loading areas for the proposed development will comply with City standards set forth in Sections 36-455, 36-456, and 36-483.	All vehicular use areas will be reviewed for compliance with the applicable Sections of Code prior to the issuance of building permits for the conditional use, should it be approved.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. The proposed development will comply with all other City of Springfield regulations and have been coordinated with City staff.	The developer intends to share access from W. Buena Vista Street with the future development to the north, and will not take access from S. Campbell Avenue. The consolidation of access points is one strategy identified by the <i>Comprehensive Plan</i> to help reduce conflicts in traffic movements and hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. The vehicular circulation elements have been designed to provide adequate use of the site and will provide for safe circulation of a fire truck per City of Springfield requirements and the IFC.	Staff has reviewed the site plans submitted by the developer as part of this application and have not identified any vehicular circulation elements which might generate hazards, cause disjointed circulation paths onto or off of the site, or undue interference with the convenience of vehicular or pedestrian travel.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. There are no known interferences at this time.	Staff has not identified any conflicts between the proposed development and present easements, roadways, rail lines, utilities, or public/private rights-of-way.
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	The site is currently vacant. The development will meet all fire, health, building, plumbing, and electrical requirements of the City of Springfield.	This standard is not applicable to this particular application as there will be no infill or alteration of existing structures. This project will involve new construction subject to all

DEVELOPMENT REVIEW STAFF REPORT

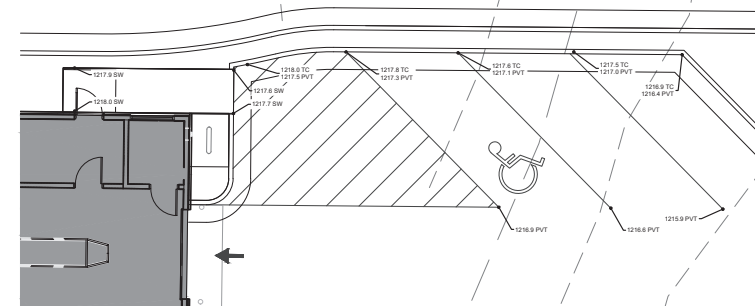
and electrical requirements of the City of Springfield.		requirements of all City departments.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	All public utilizes are available at the site. Stormwater runoff will be addressed during plan review but will be designed to meet City of Springfield standards.	The proposed development will be served by all applicable facilities and services as noted in the standard and required by the City.

1. RETAIN FLOATABLE WIND BLOWN MATERIALS ON SITE BY STORING ALL TRASH AND BUILDING MATERIAL WASTE IN ENCLOSURES UNTIL PROPER DISPOSAL AT OFF-SITE FACILITIES. CHECK ADJACENT AREAS DAILY AND PICK UP CONSTRUCTION WASTE MATERIALS AND DEBRIS THAT HAVE BLOWN OR WASHED OFF SITE.
2. PERMANENTLY STABILIZE ALL SURFACE AREA WITHIN AND ADJACENT TO THIS SITE THAT IS DISTURBED BY VEHICLES, GRADING AND OTHER CONSTRUCTION FOR THE PROPOSED FACILITY. STABILIZATION IS OBTAINED WHEN THE DISTURBED SURFACE IS COVERED WITH STRUCTURES, PAVING AND/OR PERENNIAL VEGETATION HAVING A UNIFORM COVERAGE DENSITY OF AT LEAST 70%. STABILIZATION OF ALL DISTURBED AREA IS REQUIRED BEFORE TERMINATING MAINTENANCE AND REMOVAL OF EROSION CONTROL MEASURES.
3. CONTRACTORS SHALL INSPECT POLLUTION CONTROL MEASURES AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 1/2 INCH OR GREATER. DAMAGED MEASURES THAT PROVE TO BE INEFFECTIVE SHALL BE REPLACED WITH MORE EFFECTIVE MEASURES OR ADDITIONAL MEASURES WITHIN SEVEN DAYS. REPEATED FAILURE OF A CONTROL MEASURE REQUIRES INSTALLATION OF A MORE SUITABLE DEVICE TO PREVENT DISCHARGE OF POLLUTANTS FROM THE CONSTRUCTION SITE.
4. INSTALLATION OF ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED BY THE CITY OR STATE. CONTRACTOR TO VERIFY REQUIREMENTS PRIOR TO BEGINNING ANY WORK ON PROJECT SITE.
5. CARE SHALL BE TAKEN TO MINIMIZE THE ENCROACHMENT OF SEDIMENT INTO ALL STORM DRAIN APPURTENANCES, PUBLIC STREETS, AND ONTO PRIVATE PROPERTY UNTIL IMPERVIOUS MATERIAL (ROAD/PARKING AREA SURFACE) IS APPLIED OR UNTIL PROPOSED LANDSCAPE HAS BEEN ESTABLISHED.
6. REFER TO 4(C)1.2 FOR SILT FENCE CONSTRUCTION.
7. ALL INSTALLATION OF ADDITIONAL EROSION CONTROL SHALL UTILIZE CONTROL CONSTRUCTION PRODUCTS PERMANENT TURF REINFORCEMENT MAT 450 OR APPROVED EQUAL MATS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND STANDARDS. CONTRACTOR SHALL COORDINATE INSTALLATION INSPECTION WITH MANUFACTURER.

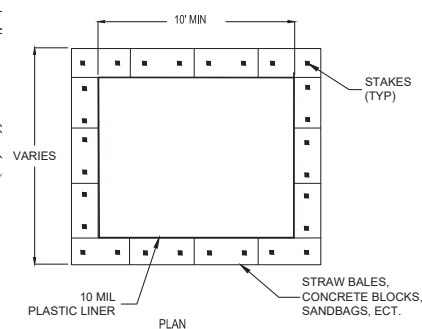
TOTAL PROPERTY AREA = 0.58 ACRES
TOTAL DISTURBED AREA = 0.43 ACRES
EXISTING IMPERVIOUS COVER = 0.14 ACRES
PROPOSED IMPERVIOUS COVER = 0.32 ACRES
SITE WILL MODEL EXISTING DRAINAGE PATTERNS AND REDUCE FLOW
TO MODOT RIGHT-OF-WAY BY PROVIDING DETENTION ON-SITE.

- A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.
- B. SITE CONDITIONS BASED UPON SURVEY SUBMITTED BY OWNER. FIELD VERIFY EXISTING CONDITIONS BY DETAILED SITE INSPECTION PRIOR TO SUBMITTING BID AND BEGINNING CONSTRUCTION.
- C. FIELD VERIFY SANITARY SEWER SERVICE CONNECTION INVERT PRIOR TO ESTABLISHING FINAL FINISH FLOOR ELEVATION.
- D. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.

1. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS/INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID. REFER TO SPECIFICATIONS ALSO.
2. EXISTING INSTALLATIONS (SUCH AS WATER MAINS/LINES, GAS MAINS/LINES, SEWER MAINS/LINES, TELEPHONE LINES, POWER LINES, AND UTILITY STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE) ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING ALL EXISTING INSTALLATIONS.
4. ANY DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM DAMAGE TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR DAMAGES.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONSTRUCTION PRIOR TO SUBMITTING HIS BID. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS/INSTALLATIONS.

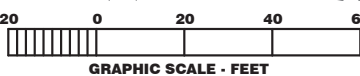
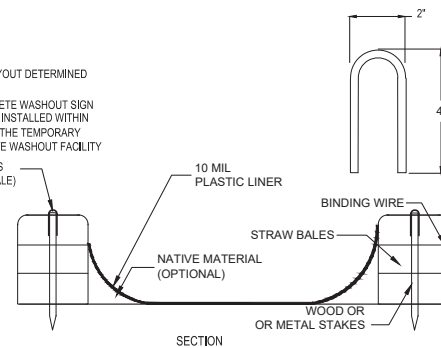


HANDICAP AREA TO BE ADA COMPLIANT. SLOPES SHALL NOT EXCEED 2.0% IN ANY DIRECTION IN THIS AREA.

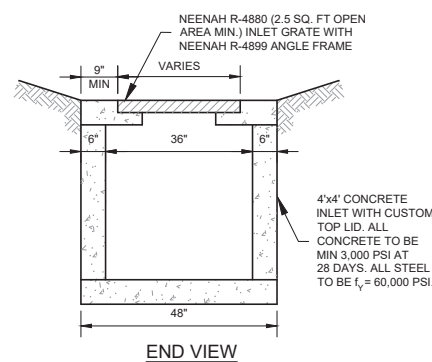


NOTES:

1. ACTUAL LAYOUT DETERMINED IN FIELD
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY



1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.



NOTE: MIN. #4 BARS @ 12" O.C. (ALL WALLS VERT, HOR, & SLAB)

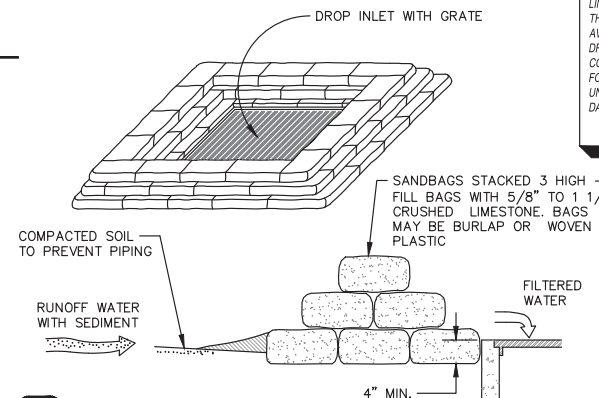
FILTREXX® SILTSOXX™
PLAN VIEW

NOTE:

1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS OR APPROVED EQUAL.
2. SILTOSOX™ COMPOST/JSOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS.
3. SILTOSOX™ DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE MANUFACTURER SPECIFICATIONS.
4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

HAND PLACED RIP-RAP IN ALL PLACES AS INDICATED ON THE PLAN. THE STONE FOR RIP-RAP SHALL CONSIST OF FIELD STONE OR ROUGH UNHEWN QUARRY STONE AS NEARLY AS UNIFORM, IN SECTION AS PRACTICAL. THE STONES SHALL BE DENSE, RESISTANT TO THE ACTION OF AIR AND WATER, AND SUITABLE IN ALL ASPECTS FOR THE PURPOSE INTENDED UNLESS OTHERWISE SPECIFIED. ALL STONES USED AS RIP-RAP SHALL WEIGH BETWEEN 30-150 POUNDS EACH, AND AT LEAST 80 PERCENT OF THE STONES SHALL WEIGH MORE THAN 100 POUNDS EACH. STONES SHALL BE A MINIMUM OF 6" IN DIAMETER AND PLACED A MINIMUM OF 18" BELOW FINISH GRADE.

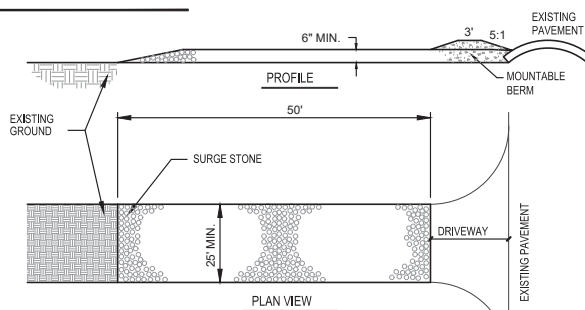
- (C1)** HANDICAP PARKING AREA. REFER TO DETAIL 2/C1.2.
- (C2)** CONTRACTOR TO ENSURE AREA IS GRADED TO DRAIN AWAY FROM THE BUILDING AND ENSURE PONDING DOES NOT OCCUR.
- (C3)** REFER TO PUBLIC IMPROVEMENT PLANS FOR STORMWATER CONVEYANCE WATER QUALITY, AND RETAINING WALL DESIGN BY CJV TRANSPORTATION CONSULTANTS.
- (C4)** INSTALL 4' X 4' AREA INLET.
RIM = 1216'5" INV = 1212'5"
REFER TO DETAIL 3/C1.2.
- (C5)** INSTALL 69 LF OF 12" PIPE @ MIN 0.3% SLOPE. REFER TO PIPE NOTES.
- (C6)** INSTALL 4' X 4' AREA INLET.
RIM = 1217'0" INV = 1212'0"
REFER TO DETAIL 3/C1.2.
- (C7)** INSTALL 146 LF OF 12" PIPE @ MIN 0.3% SLOPE. REFER TO PIPE NOTES.
- (C8)** INSTALL 4' X 4' AREA INLET.
RIM = 1212'5" INV W = 1208'0" INV E = 1204'1"
REFER TO DETAIL 3/C1.2.
- (C9)** INSTALL 8 LF OF 15" PIPE @ MIN 0.3% SLOPE. REFER TO PIPE NOTES.
- (C10)** LIMITS OF LAND DISTURBANCE.
- (C11)** LIMITS OF TEMPORARY EROSION CONTROL FENCE. REFER TO DETAIL 1/C1.1.
- (C12)** INSTALL DUMPSTER AND CONTACT TRASH COMPANY FOR PICK UP. FIRM DETERMINED BY CONTRACTOR.
- (C13)** INSTALL TEMPORARY CONSTRUCTION ENTRANCE. REFER TO DETAIL 1/C1.1.
- (C14)** INSTALL PORTABLE TOILET AND STAKE FIRMLY TO GROUND. FINAL LOG BY CONTRACTOR.
- (C15)** AREAS TO BE VEGETATED. ALL AREAS DISTURBED BY CONSTRUCTION MUST UNLESS OTHERWISE NOTED, OVER MIN. 4" TOPSOIL STOCKPILE BY THE PROJECT MANAGER. SEE SEEDING NOTES. REFER TO LANDSCAPE STABILIZATION DETAILS.
- (C16)** LOCATION OF 10'x10' CONCRETE WASHOUT AREA. REFER TO DETAIL 1/C1.1.
- (C17)** INLET PROTECTION.
REFER TO DETAIL 7/C1.2



CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT ENGINEER WITH ANY CONFLICTS.

CONTRACTOR SHALL FIELD VERIFY PROPOSED GRADES MATCH EXISTING PAVEMENT AT DRIVEWAY ENTRANCES, SIDEWALK CONNECTIONS, AND ALL CONNECTION POINTS PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCY OCCURS.

1. CONTRACTOR TO PERFORM DETAILED SITE INSPECTION TO LOCATE ALL EXISTING UTILITIES AND VERIFY ANY POSSIBLE CONFLICTS WITH PROPOSED IMPROVEMENTS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTACT OWNER WITH ANY CONFLICTS.
2. INSTALLATION OF EROSION CONTROL ENTRANCE.
3. INSTALLATION OF EROSION CONTROL FENCE.
4. DEMOLITION OF EXISTING SITE IMPROVEMENTS.
5. REMOVAL OF EXISTING PAVEMENT ON THE SITE.
6. INSTALLATION OF ALL STORM WATER DRAINAGE IMPROVEMENTS.
7. ROUGH GRADING.
8. CONSTRUCTION OF NEW SITE IMPROVEMENTS.
9. FINAL GRADING.
10. PLACEMENT OF FINAL LANDSCAPING ITEMS AND SOD.
11. REMOVAL OF EROSION CONTROL FENCE.



1. STONE SIZE - USE 3/4" STONE, OR EQUAL
MIN. LENGTH - 50 FEET
MIN. THICKNESS - SIX(6) INCHES
4. WIDTH - TWENTY FIVE (25) FT. MINIMUM
5. FILTER CLOTH WILL BE REQUIRED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE
SURFACE WATER SURFACE WATER FLOWING TOWARD THE CONSTRUCTION EGRESS SHALL
BE DIVERTED EITHER BY PIPE OR SWALES TO PREVENT THE WASHOUT OF THE EGRESS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE EXISTING DRAINAGE
DRAINAGE AND FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE
THE INSTALLATION OF EROSION CONTROL MEASURES SUCH AS COCONUTS DEBRIS AND REEF
AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED,
DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED
IMMEDIATELY.

EXISTING SURFACE FEATURES, STRUCTURES, ETC., AND UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND AND SITE CONTROL	
	EXISTING GRADE LINES
	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	DRAINAGE SWALE
	DRAINAGE SWALE
	DRAINAGE SWALE
	PORTABLE TOILET
	DUMPSTER
	CONCRETE WASHOUT
 1355.5 TC 1355.0 PVT	NEW SPOT ELEVATIONS <u>LIST</u> GRADE NONE SIDEWALK SW TOP OF WALL TW BOTTOM OF WALL BW TOP OF CURB TC TOP OF PAVEMENT PVT NEW GRADE GD CONCRETE CONC EXISTING TOP OF CURB ETC EXISTING GRADE EGD EXISTING PAVEMENT EPVT EXISTING SIDEWALK ESW LOT/OT PAVEMENT NPVT FLOW LINE FL TOP OF BERM TP



**ANDERSON
ENGINEERING**
EMPLOYEE OWNED
ENGINEERS · SURVEYORS
LABORATORIES · DRILLING

3213 S WEST BYPASS
SPRINGFIELD, MO 65807
PHONE (417) 866-2741

A LICENSED MISSOURI
ENGINEERING CORPORATION
COA 00062

354 W BUENA VISTA
SPRINGFIELD, MO

354 W BUENA VISTA
SPRINGFIELD, MO

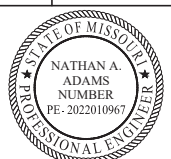
Vantage Auto T5
8700 State Line Road
Suite #330
Leawood, KS 66206

ISSUED FOR

[illegible]

DRAWING INFORMATION

PROJECT NO:	22SP10316
DRAWN BY:	JCH
CHECK BY:	NAA
ISSUED FOR:	PERMITS
ISSUED DATE:	3/10/2023



ISSUED BY:	NATHAN A. ADAMS
LICENSE NO:	PE No. 2022010967

SHEET TITLE

SITE GRADING PLAN

SHEET NUMBER

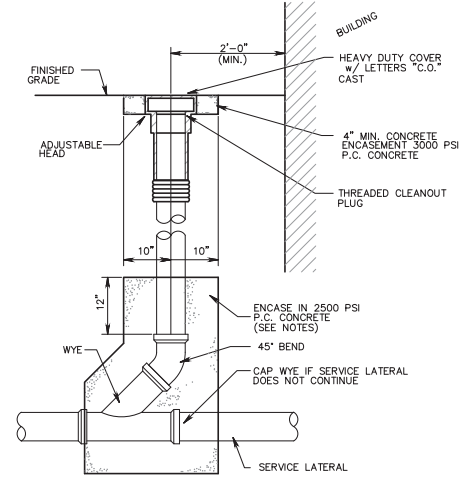
C1.2

UTILITY NOTES:

1. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS/INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID. REFER TO SPECIFICATIONS ALSO.
2. EXISTING INSTALLATIONS (SUCH AS WATER MAINS/LINES, GAS MAINS/LINES, SEWER MAINS/LINES, TELEPHONE LINES, POWER LINES, AND UTILITY STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE) ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING ALL EXISTING INSTALLATIONS.
4. ANY DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM DAMAGE TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR DAMAGES.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONSTRUCTION PRIOR TO SUBMITTING HIS BID. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS/INSTALLATIONS.

GENERAL NOTES:

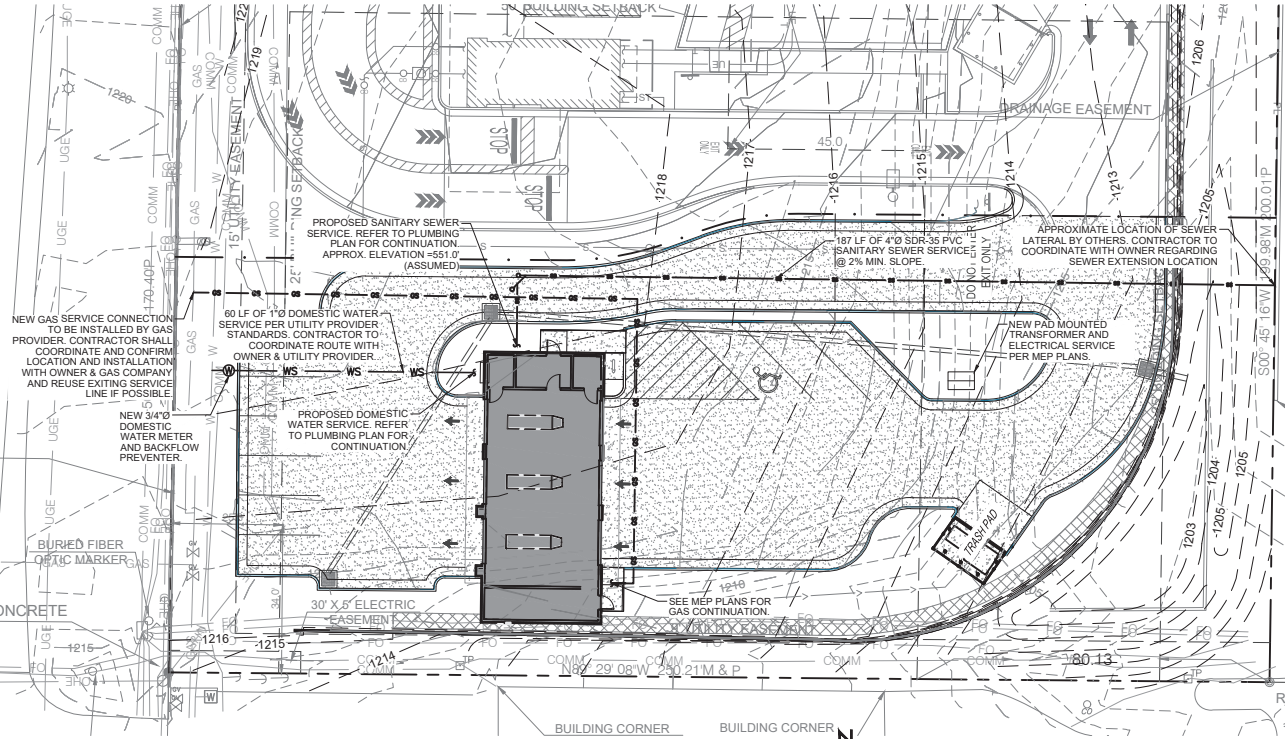
1. SITE CONDITIONS BASED UPON SURVEY SUBMITTED BY OWNER. THE CONTRACTOR SHALL FIELD VERIFY ALL HORIZONTAL AND VERTICAL LINES AND GRADES OF EXISTING UTILITIES PRIOR TO THE CONSTRUCTION OF IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERING A DISCREPANCY BETWEEN THE CONTRACT DRAWINGS AND ACTUAL FIELD CONDITIONS. CONTACT ONE CALL: 1-800-344-7483.
2. THE CONTRACTOR MUST COORDINATE CONSTRUCTION WITH THE NECESSARY AUTHORITIES.
3. APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO EXCAVATION WITHIN ANY RIGHT-OF-WAY, AND PRIOR TO ANY CONSTRUCTION.
4. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS WITHOUT PONDING ON PARKING LOTS OR SIDEWALKS.
5. ALL IMPROVED RUNOFF TO DRAIN TO DRAINWAYS.
6. ALL CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISH GRADE.
7. THE REMOVAL OF ANY TREES SHALL BE APPROVED BY THE PROJECT MANAGER PRIOR TO REMOVAL.
8. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
9. TESTING OF CONTROLLED STRUCTURAL FILL, OBSERVATION OF EXCAVATIONS AND COMPACTION OF SUBGRADE SHALL BE DONE BY A QUALIFIED GEOTECHNICAL ENGINEER. FOLLOW GEOTECHNICAL ENGINEER RECOMMENDATIONS FOR SITE EXCAVATION REQUIREMENTS.
10. REFER TO STRUCTURAL DRAWINGS FOR BUILDING EXCAVATION REQUIREMENTS.
11. GRADING AT HANDICAP ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. GRADING AT HANDICAP ACCESSIBLE ROUTE SHALL NOT EXCEED 5% IN DIRECTION OF TRAVEL WITH 2% MAXIMUM CROSS SLOPE. GRADING AT BUILDING EGRESS DOORS SHALL NOT EXCEED 2% FOR A DISTANCE OF 5'-0" PERPENDICULAR FROM FACE OF DOOR.



- NOTE:
1. ALL LATERALS SHALL HAVE A ONE-WAY CLEAN-OUT EVERY EVERY 50' OR A TWO-WAY CLEAN-OUT EVERY 100'.
2. IF THE SERVICE LATERAL IS LESS THAN 12' DEEP, THE CONCRETE ENCASEMENT IS NOT REQUIRED.

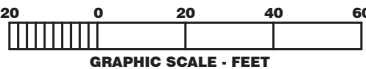
2 SANITARY SEWER CLEANOUT

C1.3 SCALE: NOT TO SCALE



1 SITE UTILITY PLAN

C1.3 SCALE: 1" = 20'



GRAPHIC SCALE - FEET

Planning and Zoning Commission

Page 10 of 21

STARWOOD PROPERTIES LLC

BOOK 2019 PAGE 23379-19

EAST 50' LOT 2

BRICK WALL 0.2' EAST OF PROPERTY LINE

RIPPRAP

SEE MEP PLANS FOR GAS CONTINUATION

30' X 6' ELECTRIC EASEMENT

NEW PAD MOUNTED TRANSFORMER AND ELECTRICAL SERVICE PER MEP PLANS

APPROXIMATE LOCATION OF SEWER LATERAL BY OTHERS. CONTRACTOR TO COORDINATE WITH OWNER REGARDING SEWER EXTENSION LOCATION

18' LF OF 4" SDR-35 PVC SANITARY SEWER SERVICE @ 2% MIN. SLOPE

PROPOSED DOMESTIC WATER SERVICE REFER TO PLUMBING PLAN FOR CONTINUATION

PROPOSED SANITARY SEWER SERVICE REFER TO PLUMBING PLAN FOR CONTINUATION

NEW GAS SERVICE CONNECTION TO BE INSTALLED BY GAS PROVIDER. CONTRACTOR SHALL COORDINATE AND CONFIRM LOCATION AND INSTALLATION WITH OWNER & GAS COMPANY AND REUSE EXISTING SERVICE LINE IF POSSIBLE

NEW 3/4" DOMESTIC WATER METER AND BACKFLOW PREVENTER

BURIED FIBER OPTIC MARKER

CONCRETE

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1. THE CONTRACTOR SHALL FOLLOW ALL LOCAL CODES THAT PERTAIN TO LANDSCAPE INSTALLATION, AND SHALL NOTIFY THE DESIGNER REGARDING ANY DISCREPANCIES BETWEEN LOCAL CODES, PLANS, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL NOTIFY THE DESIGNER OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
3. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES, STRUCTURES, UNDERGROUND UTILITIES AND SITE LIGHTING CONDUITS WITHIN THE PROJECT SITE. BEFORE LANDSCAPE CONSTRUCTION BEGINS.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS ASSOCIATED WITH THE WORK AT ALL TIMES. ALL UNUSED MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A WATER PERMEABILITY TEST TO DETERMINE SOIL QUALITY. TEST IS PERFORMED BY DIGGING A SHARP SHOOTER SPADE 18" (INCHES) INTO THE GROUND, FILL THE HOLE WITH WATER, RETURN TO THE TEST SITE AFTER 18 HOURS TO VISUALLY CONFIRM IF THE HOLE STILL RETAINS WATER. IF THE HOLE RETAINS WATER, THE SOIL IS DETERMINED TO BE TO POOR FOR PLANTING CONDITIONS. TO REMEDY POOR SOIL CONDITIONS, THE CONTRACTOR SHALL BE REQUIRED TO OVER EXCAVATE THE TIE TO THE DEPTH OF THE ROOT ZONE AND REPLACE THE SOIL WITH QUALITY PLANTING SOIL AS SPECIFIED ON THE PLANS PRIOR TO PLANTING TREES OR SHRUBS.
6. ALL LANDSCAPE MATERIALS TO BE WATERED BY CONTRACTOR UNTIL ESTABLISHED.

7. **PLANT MATERIAL:**
 - a. SHALL BE INSTALLED BY THE CONTRACTOR PER DETAILS (REFER TO DETAIL SHEETS) AND CLIENT'S SPECIFICATION OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICHEVER IS MORE STRINGENT.
 - b. THE CONTRACTOR ACCEPTS ALL LIABILITY FOR THE INSTALLATION. LAMPING DEPENDS ON THE TYPE OF THESE PLANTS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER SUBSTANTIAL COMPLETION LETTER IS ISSUED AND/OR ACCEPTANCE OF FINISHED JOB. ALL DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED ONE TIME WHEN DISCOVERED AT THE CONTRACTOR'S EXPENSE.
 - c. QUALITY SHALL COMPLY TO THE HIGHEST STANDARDS IN THE NURSERY INDUSTRY: GRASS SOIL AND PLANTS SHALL BE REASONABLY CLEAN AND FREE OF WEEDS, PESTS, DISEASES. SHALL BE PLANTED IN FROZEN STATE.
8. ANY EXISTING TREES DESIGNATED TO BE SAVED MUST BE PRESERVED DURING CONSTRUCTION.
9. ALL PLANTING BEDS AND TREE PLANTING PITS TO BE FILLED WITH A MIXTURE OF 30% COMPOST (COG, MUSHROOM OR COTTON BURR), 20% PEAT MOSS AND 50% TOPSOIL BY VOLUME. ALSO, MIX IN 1LB 10-20-10 SLOW RELEASE PLANT FERTILIZER PER 10 SQ FT. OR AS RECOMMENDED BY THE SOIL ANALYSIS.
10. STAKE: TREE STAKE SHALL BE STEEL "T BAR FENCE POST, 6" LONG, PAINTED DARK GREEN WITH TOP 6" PAINTED WHITE. TREE SYSTEMS SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER, AND EASILY ATTACHED AND REMOVED. HOSE AND WIRE ARE NOT

ACCEPTABLE FOR STAKED TREES, TIE THE SYSTEMS SHALL BE 20" DEVIATE (BLACK) TREE STRAP/SLING TSL-BX (80 PER CASE) OR APPROVED EQUAL-NO PLASTIC TIES ALLOWED. WIRE: 14 GAUGE ECTED. FENCE WIRE:

ALL PLANTING BEDS AS DESIGNATED ON THESE PLANS SHALL BE BORDERED BY 2" x 4" PAINTED BROWN STEEL EDGING AND RYSON. THE EDGING SHALL BE PLANTING WITH INTEGRATED STAKES THROUGH SLOTS IN THE EDGING. (REFER TO DETAIL SHEETS FOR ACCEPTED EDGING MATERIAL)

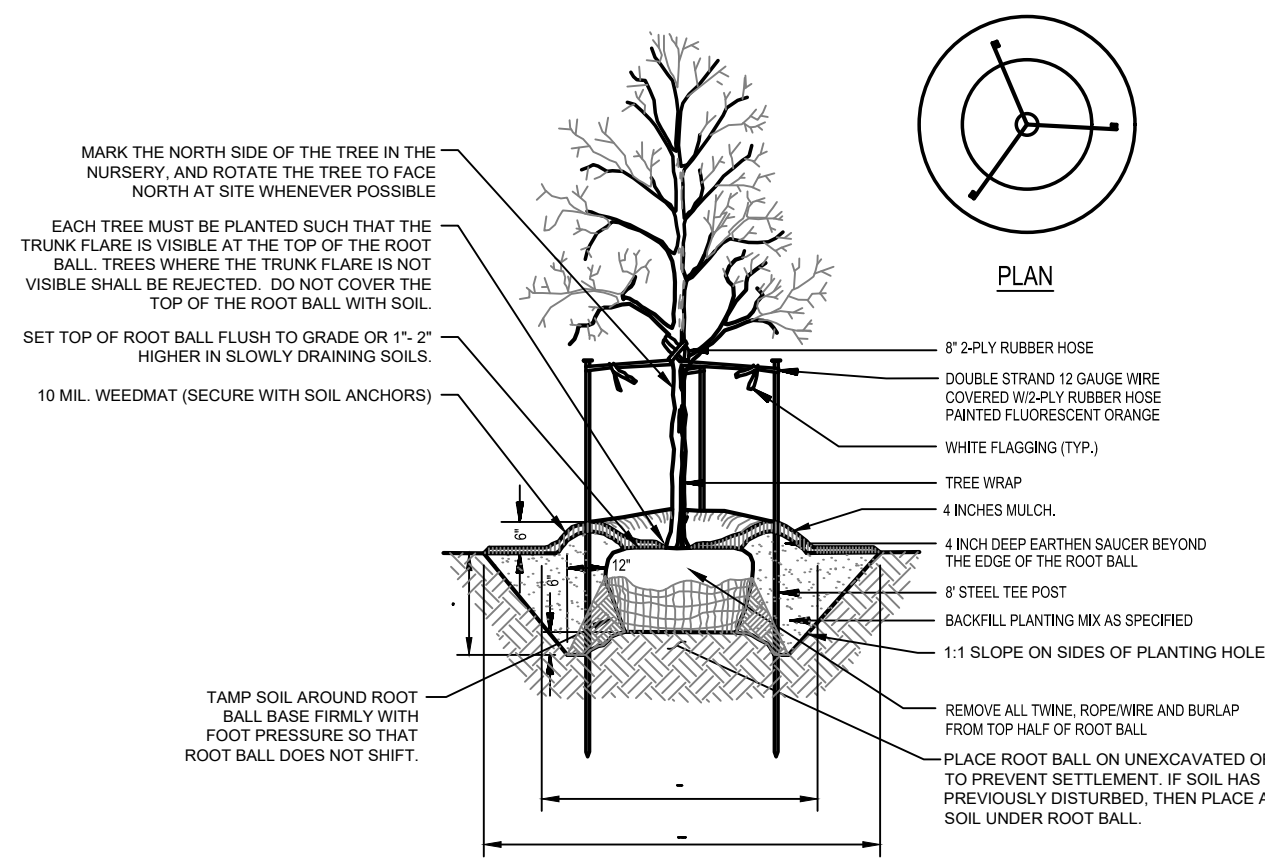
MULCH ALL TREE PLANTINGS AND PLANTING BEDS WITH 4" OF EITHER SHREDDED HARDWOOD BARK MULCH OR CYPRESS MULCH. IN THE SEASONAL FLOWER BEDS USE EITHER CYPRESS OR PINE BARK MULCH; DO NOT USE HARDWOOD MULCH IN SEASONAL FLOWER BEDS.

ALL PLANTING AREAS SHALL RECEIVE A THREE INCH (3") TOP DRESSING OR MULCH OVER A 1/4" MED. FINE (EQU) TO "WEEBLOK" FABRIC BY "EASY GARDENER" OR DEWITT WOOD BARRIER. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ILLAND (REFER TO PLANTING DETAILS).

ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION, EXCEPT THOSE OCCUPIED BY BUILDINGS, STRUCTURES, OR PAVING SHALL BE GRADED SMOOTH AND 4" (INCHES) OF TOPSOIL APPLIED. (REFER TO TOPSOIL CONTROL DETAIL SHEET(S) FOR TOPSOIL AND SEEDING SPECIFICATIONS).

CONTRACTOR SHALL FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH 10-10-10 TIME RELEASE FERTILIZER.

16. IF REQUIRED BY THE CLIENT'S SPECIFICATIONS OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVE JURISDICTION, WHICHEVER IS MORE STRINGENT, THE CONTRACTOR SHALL REPAIR, REPLACE AND/OR AUGMENT EXISTING IRRIGATION SYSTEM AS NECESSARY THAT PROVIDES SEPARATE ZONES AND HEAD PLACEMENT FOR SHRUB AREAS AND TURF AREAS. 100% HEAD TO HEAD COVERAGE WILL BE REQUIRED. THE CONTRACTOR WILL SUBMIT AS-BUILT DRAWINGS FOR THE IRRIGATION SYSTEM AND WILL ACCEPT RESPONSIBILITY FOR THE IRRIGATION SYSTEM. PROVIDE SUBMITTALS AS REQUIRED.
17. ALL PLANTING TYPES SHALL COMPLY WITH LOCAL GOVERNING CODES AND REGULATIONS. CONFORM TO REQUIREMENTS OF PLANT LIST AND TO THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARD OF NURSERY STOCK" AND "HORTICULTURAL STANDARDS" AS TO SPECIES, AGE, SIZE, AND PLANTING RECOMMENDATIONS.
18. LANDSCAPE CONTRACTOR SHALL OBTAIN AN ORIGINAL PRINT OF THIS PLANT LIST AND HAVE IT AVAILABLE FOR THE PROJECT. ALL SHADY COLORS ARE COMPLETELY LEGIBLE AS ORIGINALLY PRINTED.
19. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED.
20. PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
21. QUANTITIES OF MATERIALS SHOWN ON LANDSCAPING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON PLANTING SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON LANDSCAPING PLAN.
22. FIRE CODE LANDSCAPE GUIDELINES: Combustible landscaping materials

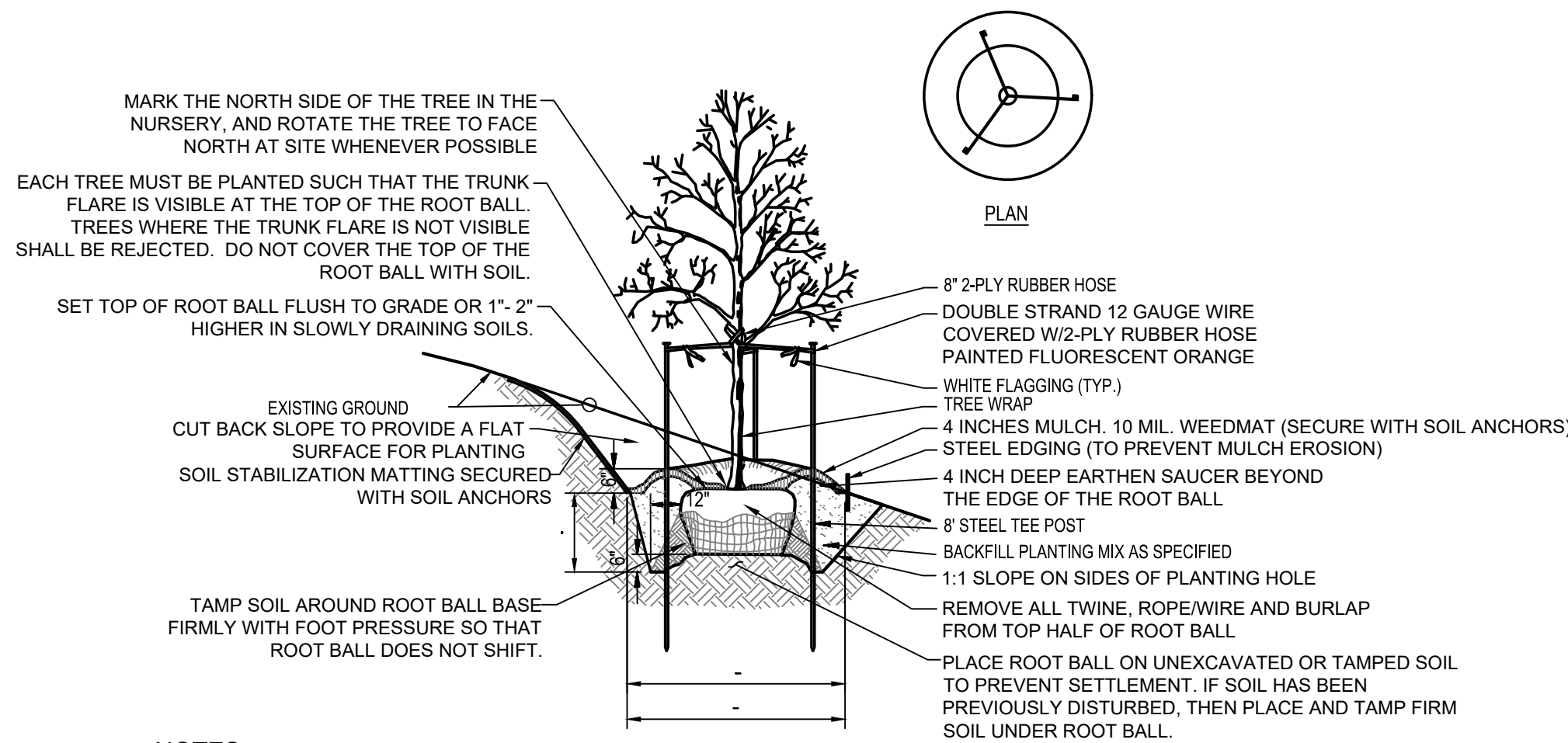
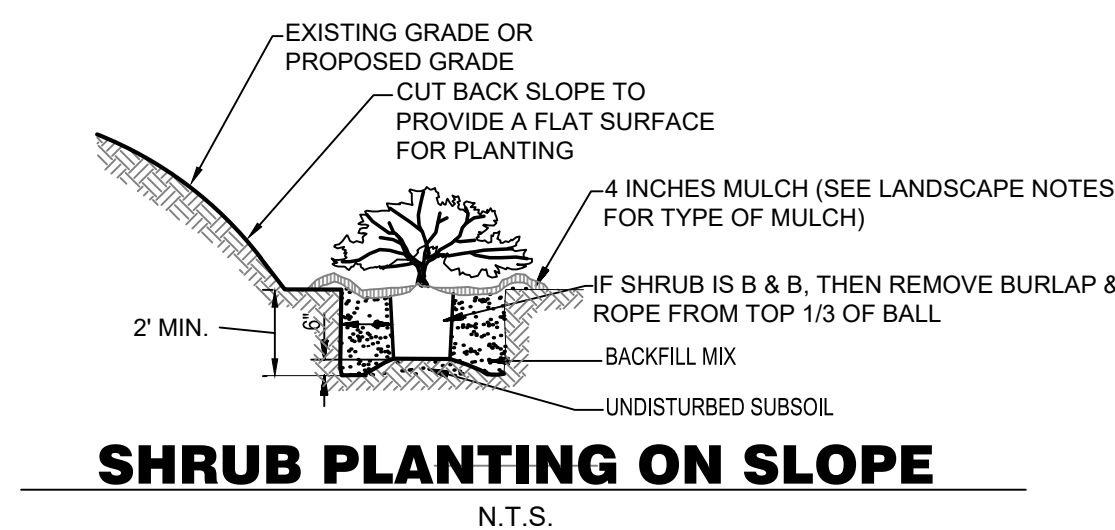


NOTES:

1. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OR BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. STAKE TREES ONLY UPON THE APPROVAL OF THE ENGINEER.
3. WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE ENGINEER.
4. APPLY 2" EXTERIOR MULCH TO SANDY LOAM SOILS. ADD 20% MAX. BY VOLUME COMPOSTED ORGANIC MATERIAL TO THE EXISTING SOIL.
5. SEE LANDSCAPE PLAN NOTES FOR TYPE OF MULCH TO BE USED.

TREE PLANTING DETAIL

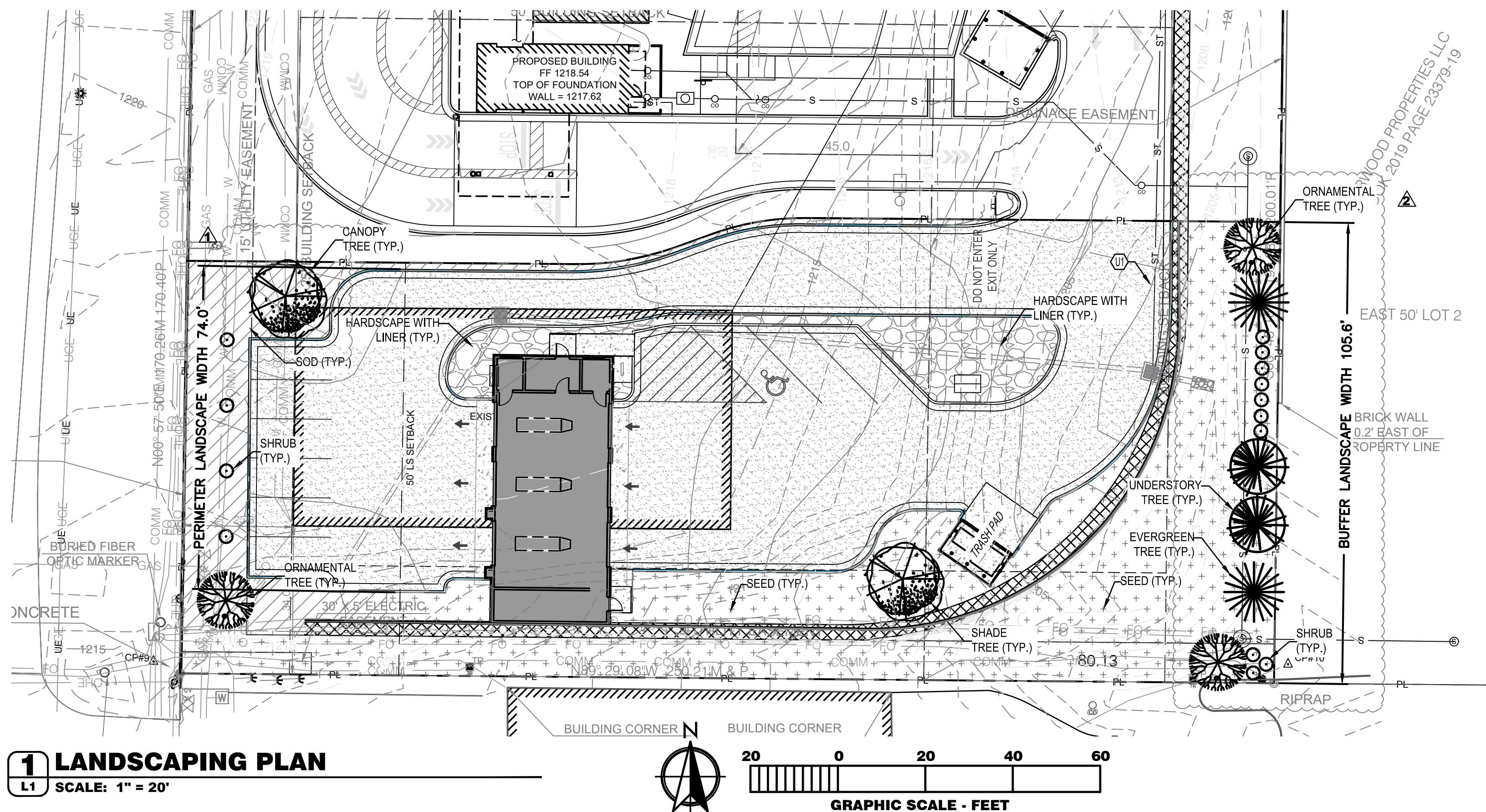
N.T.S.



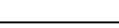
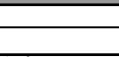
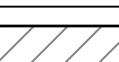
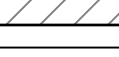
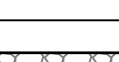
NOTES:

1. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR BRANCHED. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. STAKE TREES ONLY UPON THE APPROVAL OF THE ENGINEER.
3. WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE ENGINEER.
4. BACKFILL WITH EXISTING SOIL IN SANDY/LOAM SOILS. ADD 20% MAX. BY VOLUME COMPOSTED ORGANIC MATERIAL TO THE EXISTING SOIL.
5. SEE LANDSCAPE PLAN NOTES FOR TYPE OF MULCH TO BE USED.

N.T.S.



REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS
LEGEND AND SITE CONTROL.

	EXISTING GRADE LINES
	PROPOSED NEW GRADE LINES
	NEW BUILDING CONSTRUCTION
	NEW PAVEMENT
	SOD
	SEED
	HARDSCAPE
	DRAINAGE SWALE



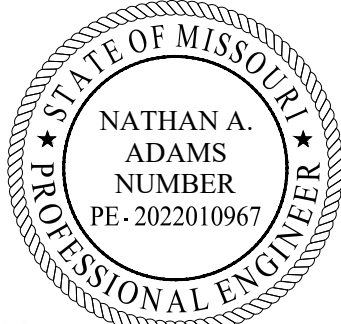
4564 S CAMPBELL AVE
SPRINGFIELD, MO

Vantedge Auto T5
8700 State Line Road
Suite #330
Leawood, KS 66206

[illegible]

DRAWING INFORMATION

PROJECT NO:	22SP10316
DRAWN BY:	JCH
CHECK BY:	NAA
ISSUED FOR:	PERMITS
ISSUED DATE:	03/28/2023



06/07/2023

ISSUED BY:	NATHAN A. ADAMS
LICENSE NO:	PE No. 2022010967

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L1

ATTACHMENT 4

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Automobile Service Garage
2. Meeting Date & Time: May 18, 2023 - 4:00 PM to 6:30 PM
3. Meeting Location: The Library Center - 4653 S Campbell Ave, Springfield, MO 65810 Grisham
4. Number of invitations that were sent: 43
5. How was the mailing list generated: By 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 of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No comments made

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

No comments made

I, Derek Ziegelbein (*print name*), attest that the neighborhood meeting was held on 05/18/2023 (*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

Derek Ziegelbein

Printed name of person completing affidavit



EXPLANATION TO COUNCIL BILL 2023-171 (HORTON)

FILED: 06/22/2023

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 2.3 acres of property generally located at 1630 North Jefferson Avenue and 1635 North Benton Avenue from R-SF, Single-family residential district, and CC, Center city district, with UC – Urban conservation district No. 3, to Planned Development No. 386; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Titus Williams LLC & Historic Commercial Development LLC; 1630 N. Jefferson Avenue & 1635 N. Benton Avenue; Planned Development No. 386).

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.3 acres of property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-Family Residential District, Center City District and Urban Conservation District #3 to Planned Development No. 386. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
PLANNED DEVELOPMENT DISTRICT NO. 386

The applicants, Titus Williams LLC, and Historic Commercial Development LLC have requested to rezone the property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-Family Residential District, CC, Center City District and Urban Conservation District #3 to Planned Development No. 386. This Planned Development would allow for the construction of multi-family dwellings following a townhouse architectural style, as well as temporary uses, accessory uses, and home occupations typically associated with multi-family development.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve the proposed Planned Development No. 386, by a vote of 4-4. Due to the tie vote, the application is automatically postponed to the Planning and Zoning Commission public hearing on June 8, 2023. This provided time for the applicant and representatives from the neighborhood to discuss further changes to the proposal.

The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve the proposed Planned Development No. 386, by a vote of 9-0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicants, Titus Williams LLC, and Historic Commercial Development LLC have requested to rezone the property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-Family Residential District, CC, Center City District and Urban Conservation District #3 to Planned Development No. 386. This Planned Development would allow for the construction of multi-family dwellings following a townhouse architectural style, as well as temporary uses, accessory uses, and home occupations typically associated with multi-family development.
2. Following staff's presentation, input from the development team, and comments from the public at the public hearing held on May 11, 2023, the Planning & Zoning Commission's vote resulted in a 4-4 split, requiring that the project be postponed to the following agenda occurring on June 8, 2023. The Planning & Zoning Commission encouraged the developer to again meet with the Mid-Town neighborhood to discuss further revisions to the project's aesthetics and its scope. As a result of conversations between the development team and neighborhood organizers, the development team has provided an updated set of renderings reflecting the intended product to be constructed should the Planned Development be approved, contained in "Exhibit 2."
3. Aside from the change in appearance, the only other aspect of the proposal altered has been the dog park, which the developer has opted to switch for a 900 square foot tot lot to be used as a picnic area, including at least one picnic table and communal barbeque grill/pit.
4. A total of 72 multifamily dwelling units have been proposed, equating to a density of approximately 32 dwelling units per acre. This density was determined appropriate for this property via the Multifamily Matrix Analysis – the process by which City staff reviews multi-family development proposals, the surrounding infrastructure, land uses, and amenities to determine the most appropriate range of residential densities for a given development. Based on the context of the project's surroundings, the development was given an initial Assessment Criteria Score of 10, which would permit a density between 15 and 17 dwelling units per acre. Upon review of a full development plan against the Design Guidelines Assessment Criteria, the project received an additional three points (see 3. below for further details), which would permit a density between 25 and 28 dwelling units per acre. And finally, one additional point was awarded as part of the assessment's Opportunities or Constraints, specifically because this is a higher-density proposal located within a lower-density neighborhood. The resulting 14-point total permits between 29 and 32 dwelling units per acre.
5. The Design Guidelines Assessment Criteria – those design elements of a proposal used in determining a development's most appropriate density – are

split into three general categories: Design to Encourage Pedestrian Activity; Provide a Good Circulation System; and Respect the Natural Environment. Each of these categories is further split into three or more criterion; the more criteria a development meets, the higher the density that will be awarded for the development. Within the Respect the Natural Environment category, one criteria calls for the incorporation of one or more of the following recreational amenities or facilities: a swimming pool; a golf course; a resident clubhouse; one (1) tot lot with a minimum size of 900 square feet; a basketball, volleyball, tennis court, handball court, or other sports court; one (1) picnic area, with a minimum size of 900 square feet; a community center (meeting room, assembly hall, etc.); an exercise room and/or recreation building; a par three golf course (nine-hole minimum); or any proposed amenity found by City Council to provide recreation or meet the needs of the multifamily development residents to a level similar to that provided by those amenities previously listed.

For a proposed development containing between 51 and 100 dwelling units, two such amenities are required. The applicant has proposed a 900 square foot community room (in Building A, see "Exhibit 2") and a 900 square foot tot lot (to the east of Building F, see "Exhibit 2") in order to meet this criterion.

6. The subject property is also located within the Mid-Town Urban Conservation District (also known as Urban Conservation District No. 3). Staff reviewed the applicant's proposed site plan for compliance with the requirements and restrictions of this UCD and have found it to be in conformance with these regulations. Per this UCD, the Administrative Review Committee ("ARC") shall review and approve the Planned Development's site plan and notice of this review shall be given to the Mid-town Neighborhood Association President; the representatives of the Neighborhood Association shall be permitted to provide comment on the site plan prior to the ARC's action to approve it. This UCD site plan review will coincide with the ARC's review of the Final Development Plan ("FDP"), as required, and outlined by Section 36-405 (9) of the Land Development Code.
7. The project area is contained within the Comprehensive Plan's Center City Neighborhood Placetype, which promotes higher-density residential development within these traditionally single-family neighborhoods when located along higher classification streets. Due to the varying conditions, age, affordability, and vacancies of housing within these neighborhoods, the Comprehensive Plan encourages support for development which diversifies the housing stock. When higher-density residential developments are proposed, the Comprehensive Plan focuses on ensuring such land uses do not conflict with adjacent lower-density residential properties by promoting design elements which blend the new construction with the character of the neighborhood. Based on the design requirements and elements proposed by the developer as outlined in Exhibits 1 and 2, staff has determined that the proposal is in general conformance with the objectives and intent of the Comprehensive Plan.
8. The developer has proposed automated security gates at each vehicular access point onto the subject site, to be located between 25 feet and zero feet from their

respective property lines as depicted in Exhibit 2. The City's standard setback for such gated entries is 30 feet, providing ample space for a single vehicle to pull into the property and out of public right-of-way while waiting to be granted entry. Public Works – Traffic is aware of the proposed gated entries and has determined that they are acceptable as depicted due to the street classifications of N. Benton Avenue, N. Jefferson Avenue, and E. Pacific Street, the presence of on-street parking around the site, the one-way flow of traffic on N. Jefferson Avenue, and the traffic counts for all adjacent streets. No formal variance request is necessary as Planned Developments are permitted to vary from the City's typical standards. All fencing and gates shall be limited to a maximum height of seven feet (as limited by the Land Development Code) and shall be of an aluminum material.

9. The development site currently exists as two separate lots which must be administratively combined in order to accommodate the proposal as depicted in Exhibit 2. Prior to the issuance of any building permits pertaining to the proposed Planned Development, the applicant shall submit an application for an administrative subdivision – lot combination, as outlined by Section 36-223, Administrative subdivisions – administrative approval of lot divisions, lot combinations, property line adjustments, tract certifications and administrative condominiums, of the Land Development Code. Subsequent applications may be filed after construction is complete should the developer wish to subdivide the dwelling units into individual condominium units.
10. There are no changed or changing conditions in the area affected that make the proposed rezoning necessary; however, the applicants intend to redevelop these underutilized properties to improve the neighborhood's existing housing stock and enhance the existing aesthetics of the block.
11. The range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity. The proposed Planned Development District would exclusively permit multifamily dwellings not to exceed 32 dwelling units per acre, along with those accessory uses, temporary uses, and home occupations typically associated with residential land uses. The proposed development would act as a transition between the mix of residential and nonresidential land uses north of E. Pacific Street and the single-family zoning south of the development area.
12. There are adequate utility, sewer, and water facilities existing in the area, or they 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 critical concerns regarding the proposed Planned Development. City Utilities has stated that some extensions may be required as part of the construction; however, such extensions can be identified and built at the time of development.
13. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic, as well as traffic safety in the vicinity, is expected to be marginal. The developer completed and submitted a Traffic Impact Study ("TIS") to the City for review prior to the

Planning & Zoning Commission's review of this application. The City has accepted the TIS and its results, which indicate that no public improvements are necessary as part of this development. Indeed, based on the results of this TIS, it has been determined that the proposed Planned Development No. 386 will decrease traffic significantly from the most intense uses permitted by the current zoning.

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 Planned Development No. 386, per "Exhibit 1."
15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Should the rezoning be denied, the subject properties will maintain their existing zoning designations. The R-SF district is typically used for detached single-family dwellings and certain low-intensity nonresidential uses, while the CC district permits a full range of residential and nonresidential uses.

Submitted By: Kyle McGinnis, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. PD 386 1630 N Jefferson and 1635 N Benton _ord
2. PD 386 Legal Description _exhA
3. PD 386 ROP_exhB
4. PD 386 Staff Report_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 53
Filed: 07-03-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-171

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 2.3 acres of property generally located at 1630 North Jefferson
4 Avenue and 1635 North Benton Avenue from R-SF, Single-family
5 residential district, and CC, Center city district, with UC – Urban
6 conservation district No. 3, to Planned Development No. 386; and
7 adopting an updated Official Zoning Map. (Staff and Planning and
8 Zoning Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 1630 North Jefferson Avenue and 1635 North Benton Avenue, and
13 more fully described in "Exhibit A," from R-SF, Single-family residential district, and CC,
14 Center city district, with UC – Urban conservation district No. 3, to Planned
15 Development No. 386; and
16

17 WHEREAS, following proper notice, public hearings were held before the
18 Planning and Zoning Commission on May 11, 2023, and June 8, 2023, a copy of the
19 Record of Proceedings from said public hearings being attached hereto and
20 incorporated herein by this reference as "Exhibit B," and said Commission made its
21 recommendation at the June 8, 2023, public hearing; and
22

23 WHEREAS, the City has reviewed the applicant's request and prepared a staff
24 report concerning the application; and
25

26 WHEREAS, proper notice was given of a public hearing before City Council and
27 said hearing was held in accordance with 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 R-SF, Single-family

residential district, and CC, Center city district, with UC – Urban conservation district No. 3, to Planned Development No. 386. 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 1," 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. 386.

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 Burris, Assistant City Attorney

Approved for Council action: Jason A. Hage City Manager

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 386

LOTS 1 THRU 3 BLOCK 18 SURVEY DESCRIPTION

A TRACT OF LAND AS LYING IN LOTS 1 THRU 3, BLOCK 18 IN THE PLAT OF NORTH SPRINGFIELD AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2017, PAGE 006001-

17 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 18 IN THE PLAT OF

NORTH SPRINGFIELD, SAID POINT ALSO LYING AT THE SOUTHWEST CORNER OF BENTON AVENUE AND PACIFIC STREET; THENCE ALONG THE WEST RIGHT-OF-WAY OF BENTON AVENUE, SOUTH $01^{\circ}06'58''$ WEST, 198.73 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE LEAVING SAID WEST RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF LOT 3, NORTH $89^{\circ}18'51''$ WEST, 211.13 FEET TO THE SOUTHWEST CORNER OF LOT 3,

SAID POINT ALSO LYING ON THE EAST LINE OF A PLATTED ALLEY; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, NORTH $01^{\circ}09'10''$ EAST, 199.11 FEET TO NORTHWEST CORNER OF LOT 1, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY OF PACIFIC STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH $89^{\circ}12'37''$ EAST, 211.00 FEET TO THE POINT OF BEGINNING.

ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 0.96 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

LOTS 9 THRU 12 BLOCK 18 SURVEY DESCRIPTION

A TRACT OF LAND AS LYING IN LOTS 9 THRU 12, BLOCK 18 IN THE PLAT OF NORTH SPRINGFIELD AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2017, PAGE 006001-

17 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 18 IN THE PLAT OF

NORTH SPRINGFIELD, SAID POINT ALSO LYING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PACIFIC STREET; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF PACIFIC STREET, SOUTH $89^{\circ}21'28''$ EAST, 211.00 FEET TO THE NORTHEAST CORNER OF LOT

12, SAID POINT ALSO LYING ON THE WEST LINE OF A PLATTED ALLEY; THENCE LEAVING SAID SOUTH RIGHT-OF-

WAY AND ALONG SAID WEST LINE, SOUTH $01^{\circ}09'18''$ WEST, 265.10 FEET TO THE SOUTHEAST CORNER OF LOT 9; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF LOT 9, NORTH $89^{\circ}18'51''$ WEST, 211.17 FEET TO A POINT LYING ON THE EAST RIGHT-OF-

WAY OF JEFFERSON AVENUE; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT-OF-WAY, NORTH 01°11'35" EAST, 264.95 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 1.28 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

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

Planned Development 386

1630 North Jefferson Avenue and 1635 North Benton Avenue

Applicant: Titus Williams, LLC and Historic Commercial Development, LLC

Mr. McGinnis stated that this is a request to rezone approximately 2.3 acres of property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-family residential district, CC, Center city district, and Urban Conservation District #3 to Planned Development No. 386. The applicant intends to demolish the existing structures to uniformly develop the land area for multifamily dwellings utilizing a townhouse style of construction.

Mr. Jobe opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis and here representing the developer. He noted that this was originally started pre-covid and that the neighborhood wanted it to be less dense. The development was pulled back to tiered development and believes this is a good compromise for everyone and noted that the neighborhood concerns were traffic, trash and the upkeep of the property and want to get things underway.

Ms. Gunther asked if they old Klinger-Cope Funeral Home is included in the development and if it is on the historical register.

Mr. Haase does not believe it is but will double check if it is on the register.

Mr. Pauly asked why the trash and other issues has not been addressed yet and why has the property been allowed to fall in disrepair.

Mr. Haase noted that Mr. Williams can answer some of those concerns.

Mr. Titus Williams, 1660 N. Campbell Avenue and is the developer for the property and noted that the property was already in disrepair and noted issues with the title, however they have hired a fulltime maintenance person that monitors all the property around Commercial Street, and they do consistently clean up the area, however there are significant homeless people breaking into the properties. We presented a multifamily development to the neighborhood, and they were not in favor of a high density development, so the plans have been revamped and believes it is a good compromise that is being presented today.

Mr. Pauly asked if the renderings shown do represent their project.

Mr. Williams stated that they took the historical elements and what is adjacent to the community and put it into the current design (brick and Hard board siding). He noted they would have preferred a high-end townhome style (brownstone), but the cost of development would not allow build with that type of finish.

Mr. Colony asked what was being shown is what is being developed and Mr. Williams noted that it does reflect what they are proposing.

Mr. Scott noted that it does not quite fit in the area (Commercial Street and Mid-Town).

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Lebeck motioned to **approve** Planned Development 386 (1630 North Jefferson Avenue and 1635 North Benton Avenue) as set forth in Exhibits 1 and 2 of the staff report on this item. Mr. Pauly seconded the motion. Ayes: Jobe, Knuckles, Lebeck, and Gunther. Nays: Colony, Pauly, Ridge, and Scott. Abstain: None. Absent: Broekhoven. **Motion Tied – Goes forward to the June 8, 2023 Planning and Zoning Commission meeting.**

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Bob Hosmer, AICP
Planning Manager

RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 8, 2023

Planned Development 386

1630 North Jefferson Avenue and 1635 North Benton Avenue

Applicant: Titus Williams, LLC and Historic Commercial Development, LLC

Mr. McGinnis stated that this is a request to rezone approximately 2.3 acres of property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-Family Residential District, CC, Center City District, and Urban Conservation District #3 to Planned Development No. 386. The applicant intends to demolish the existing structures to uniformly develop the land area for multifamily dwellings utilizing a townhouse style of construction.

Mr. Jobe opened the public hearing.

Mr. Jared Rasmussen, 550 E. St. Louis Street, noted that they had met with the neighborhoods and the density will be 72 units, down from 200 units that was the initial proposal. It is zoned Center City with 85 parking spaces (seventy would be an apartment style or in the garage portion with another 15 on the site) and there has been a traffic study completed. The changes from last month's public hearing: update to the exterior appearance, 900 square foot dog park to be replaced with a 900 square foot tot lot (includes on picnic table and communal grill/fire pit). He also mentioned that only two units may be used as short-term rentals.

Ms. Mary Jo Greer, 1520 N. Jefferson noted that they have done a fine job of accommodating the aesthetics, but her main concern is traffic and that it will be funneled into the neighborhood (Jefferson Avenue). She would like to see shrinkage for the traffic as well as the density of the project.

Mr. Ran Cummings, 619 E. Lynn, president of Midtown Neighborhood Association and is in favor of the development but has issues with the lack of parking availability.

Mr. Nick Schurk, 3100 S. National Avenue and project architect and said the neighborhood response seem positive and gave out changes from last presentation (double gables removed, low slope roofs and dormers have been introduced).

Ms. Christine Schilling, 307 E. Commercial is pleased with the design and wants to know if there can be a timeframe for the project due to Mr. Titus acquiring more buildings but not doing any of the promised projects.

Ms. Mary Collette, 1539 N. Washington, would like the process to continue of having meetings with the developer and is concerned regarding a 100-year-old tree and if it could be saved. She also noted that properties get demolished and then end up as vacant properties.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

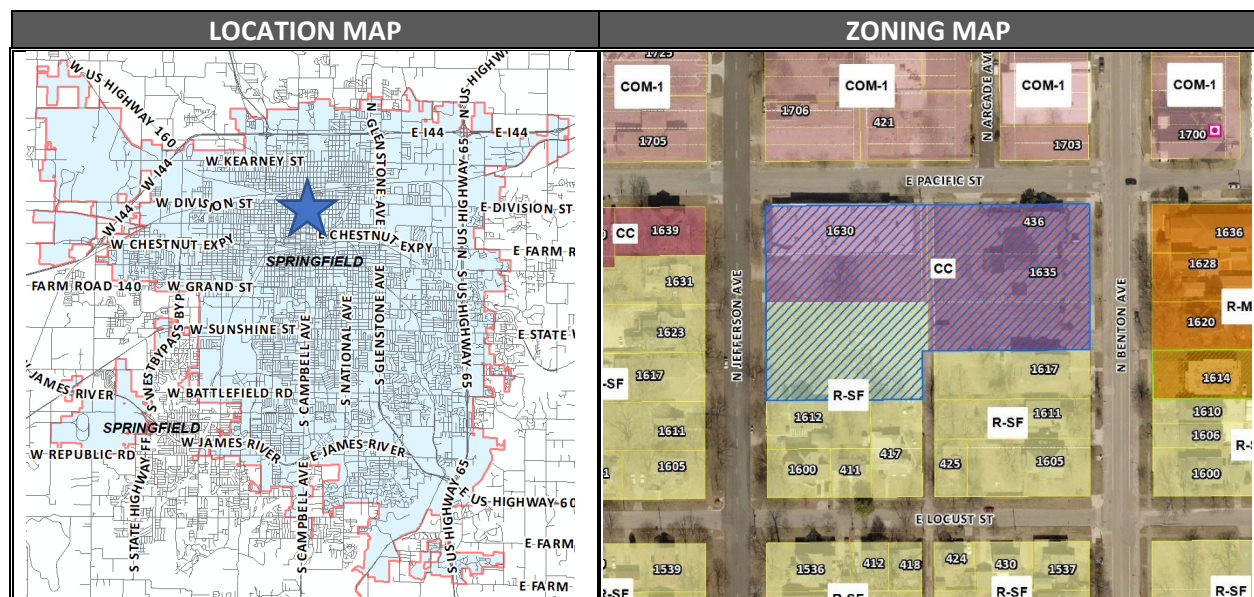
Mr. Knuckles motioned to recommend **approval** of Planned Development 386 (1630 North Jefferson Avenue and 1635 North Benton Avenue) as set forth in Exhibits 1 and 2 of the staff report. Mr. Colony seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.

A handwritten signature in black ink, appearing to read "Bob Hosmer", enclosed within a rectangular border.

Bob Hosmer, AICP
Planning Manager

PROJECT INFORMATION	
Case Number:	Planned Development No. 386
Location:	1630 N. Jefferson Avenue & 1635 N. Benton Avenue
Total Acres:	Approximately 2.3 acres
Applicant:	Titus Williams LLC & Historic Commercial Development LLC
Existing Land Use:	Office, mortuary, vacant land
Neighborhood Meeting:	April 18, 2023
Planning and Zoning Commission:	May 11, 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:	I move to recommend approval of the preliminary development plan for Planned Development No. 386, as set forth in Exhibits 1 and 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).

Request to rezone approximately 2.3 acres of property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-Family Residential district, Center city district and Urban Conservation District #3 to Planned Development No. 386. The applicant intends to demolish the existing structures in order to uniformly develop the land area for multifamily dwellings utilizing a townhouse style of construction.



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 development area is comprised of a number of individual lots (Lots 1, 2, 3, 9, 10, 11, and 12 of Block 18) platted within the North Springfield subdivision in 1869. Each of these lots was later zoned as part of the Citywide remapping which occurred in 1995 and approved via General Ordinance No. 4494. While Lots 1, 2, 3, 11, and 12 were zoned CC, Center City district at that time, Lots 9 and 10 were zoned R-SF, Single-family residential district. As a result, the development area is currently split-zoned. In addition, the full development area is included within the Mid-Town Neighborhood Plan area (adopted in 2001), as well as the Mid-Town Urban Conservation District (adopted in 2002).

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 NO. 386
Use Limitations	1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield <i>Zoning Ordinance</i>. 2. No use shall emit an odor that creates a nuisance as determined by the Springfield City Code. 3. Single-family detached and single-family semi-detached dwellings are not permitted.
Minimum Lot Size	Not applicable. This is an existing property which is not undergoing subdivision as part of this proposal; rather, the individual lots which comprise the development area must be administratively combined into a single lot. Individual townhomes may be platted as separate condominium units at the developer's discretion at a later date.
Maximum Height	The maximum structure height shall not exceed 42 feet above the finished grade.
Bulk Plane	In no instance may a structure exceed a 45-degree bulk plane as measured from the district boundaries of any adjacent R-SF, Single-family residential district.
Minimum Yard Requirements	Not applicable.

DEVELOPMENT REVIEW STAFF REPORT

Minimum Open Space	Not less than 15% of the total lot area shall be devoted to open space, including bufferyards. Open space shall not include areas covered by buildings, structures, parking areas, driveways, or internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	1. All construction shall utilize a mix of brick veneer cladding and Hardie Board siding (or similar fiber cement siding), with a combination of vertical and horizontal patterns in solid colors and a traditional wood appearance. 2. All front façades shall incorporate architectural articulations which result in a difference in the vertical plane of the wall of at least 18 inches. All front façades shall be further enhanced through the incorporation of stoops, awnings, windows, bay window projections, and balconies. 3. Four-foot-wide pedestrian walkways shall be provided throughout the entirety of the development, connecting to one another and with public sidewalks located in adjacent public right-of-way. Each dwelling's front entry must connect to either the pedestrian circulation system or public sidewalks, as applicable. 4. Development amenities shall include six (6) pedestrian benches, a community room located within Building A, and a 900 square foot dog park located east of Building F. 5. Security fencing and gating shall be provided throughout the property as depicted in Exhibit 2. The fencing shall be of an aluminum material not to exceed seven feet in height. The location of the various vehicular entry gates do not conform to Code's typical standards for gated entries; however, based on the context of the property and the adjacent public right-of-way, Public Works – Traffic is comfortable supporting the design as shown.
Buffering and Landscaping	1. A bufferyard D, with a minimum width of ten (10) feet, shall be installed and maintained along the south property line where adjacent to R-SF, Single-family residential districts and the existing alley. a. The minimum plantings within this bufferyard shall be: 12 canopy trees; 12 understory trees; 12 evergreen trees; and 84 shrubs. Such plantings shall be distributed evenly throughout the bufferyard area as depicted in Exhibit 2. b. A six-foot wood privacy fence, or other form of acceptable screening as described in Section 36-480, Screening and fencing of the Land Development Code, shall be installed and maintained throughout the entirety of the bufferyard area as depicted in Exhibit 2.

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	2. Interior landscaping shall be installed and maintained as depicted in Exhibit 2. a. A minimum of 1,870 square feet of interior open space shall be required. b. The minimum plantings within the interior landscape area shall include: eight (8) understory trees and two (2) canopy trees. 3. Foundation landscaping shall be installed at least 18 inches from the foundation of those buildings whose front entries address public right-of-way. a. Each foundation landscape area shall contain at least one (1) evergreen shrub, two (2) deciduous shrubs, and four (4) perennial flowers. 4. Tree replacements shall be required to offset the loss of mature tree canopy interior to the site and within adjacent public right-of-way as a result of construction. a. Three (3) canopy trees shall be planted interior to the development to replace those anticipated to be removed during construction. b. Four (4) canopy trees shall be planted within adjacent public right-of-way to replace those anticipated to be removed during construction. c. All replacement trees shall be canopy trees of a minimum caliper width of one and one-half (1.5) inches at the time of planting. 5. No perimeter landscaping – typically located between vehicular use areas (drive aisles and parking spaces) and public right-of-way – shall be required as depicted in Exhibit 2.
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COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is located within the Center City Neighborhood Placetype, which contains Springfield's oldest residential neighborhoods predating WWII. These neighborhoods are typically characterized by a wide range of single-family homes of varying architectural styles, built on lots of variable size with differing setbacks. Historically, these neighborhoods also contained small-scale neighborhood-supporting retail services or other nonresidential uses, located at key intersections, historic streetcar routes, and other neighborhood centers. Infill development within this placetype is intended to include higher-density residential development, provided such development matches the character of its surroundings, along with certain low-intensity nonresidential uses such as dining, personal services, and offices when located along higher classification roadways along the periphery of the neighborhood. Planning efforts within the Center City Neighborhood Placetype should, "... strive to improve infrastructure and support the building types and uses that make these neighborhoods more complete, diverse, and accessible to residents," per page 36, Center City Neighborhoods, of the *Comprehensive Plan*.

DEVELOPMENT REVIEW STAFF REPORT

The subject property is located on the edge of the Center City Neighborhood Placetype in this area, just south of the Mixed Use Placetype which applies to most of the property within and directly bordering the E. Commercial Street corridor to the north. This edge of contact between differing placetypes makes this site ideal for higher-density residential development, which can act as a transition between the mix of uses located north of E. Pacific Street and the detached single-family residential homes which exist south of the development area. Furthermore, the project area is bound to the east and west by Collector roadways, further solidifying the justification for higher-density residential development at this location.

Per the recommendations of the *Comprehensive Plan*, the development will utilize certain design elements which will enhance the aesthetics of the area and emulate the general residential character of the neighborhood south of E. Pacific Street, including the use of brick veneer cladding on front façades, gable rooflines, and front entry walkways which will connect to existing public sidewalks. These elements will be further enhanced through the installation of pedestrian benches within and along the edges of the development, as well as through the installation of foundation plantings, which will serve to soften the impact of the buildings on the adjacent streetscape. To the greatest extent feasible, vehicular use areas have been contained interior to the site to eliminate instances in which large areas of pavement separate buildings from public right-of-way.

The subject property is also located within the *Mid-Town Neighborhood Plan* area, which was adopted in 2001. This plan was formulated to identify the primary issues threatening the integrity of the predominately single-family neighborhood, and to outline solutions to be utilized in combatting these identified issues. Through the neighborhood planning process, six objectives were identified:

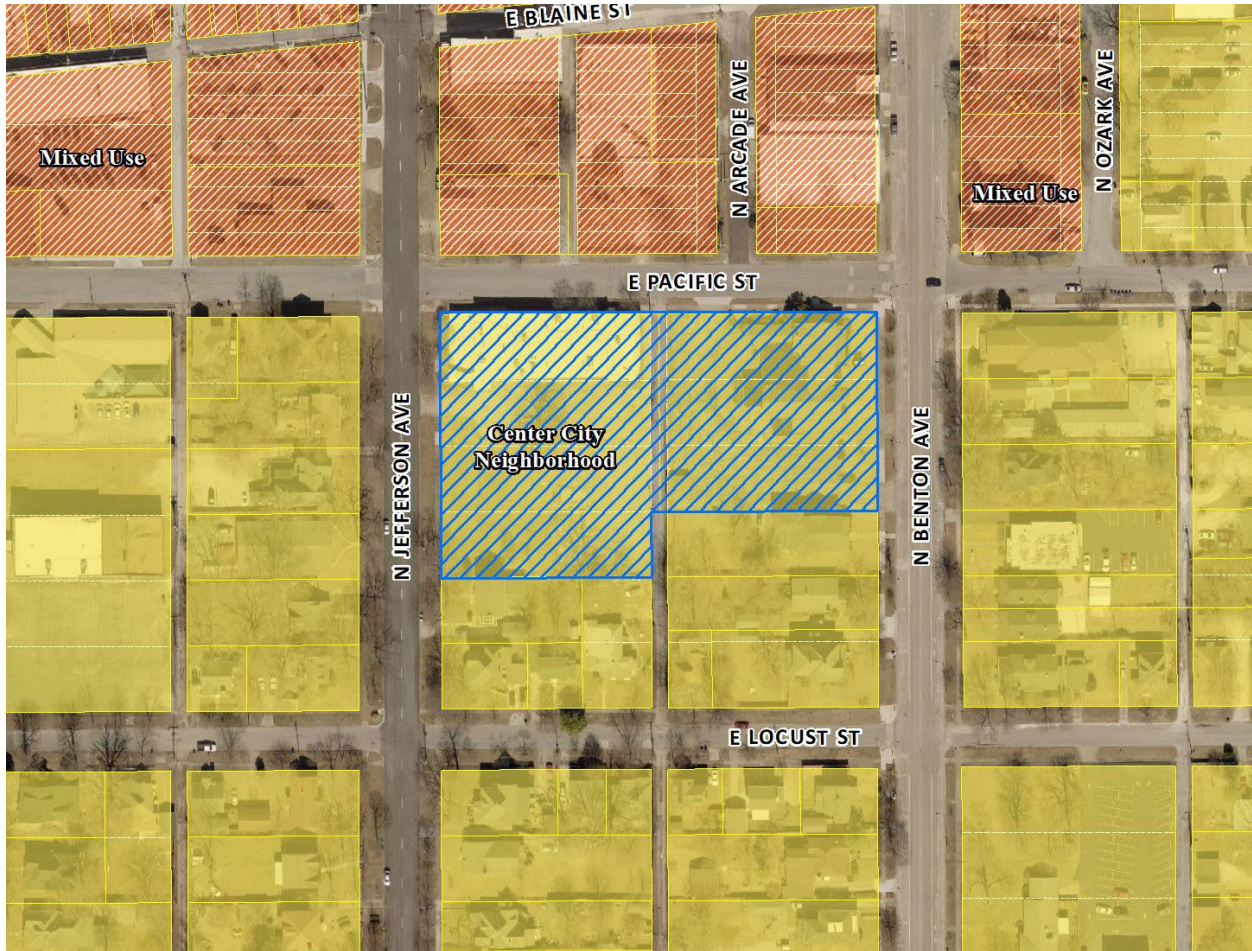
1. Protect and improve the single-family character of the neighborhood.
2. Manage the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood.
3. Review the City Code and provide a system of code enforcement for chronic issues.
4. Maintain a safe environment for residents of the Mid-Town neighborhood.
5. Encourage the preservation of architecturally significant structures and design features.
6. Coordinate public improvements and encourage private redevelopment in a manner that will not detract from the neighborhood's historic character.

The *Mid-Town Neighborhood Plan* outlines strategies which serve to protect and enhance the character of the neighborhood, including the preservation of the neighborhood's mature tree canopy, and the buffering, landscaping, and screening of non-residential or multifamily uses when adjacent to single-family homes. Due to the scope of the development, the majority of the trees currently located within and adjacent to the site within public right-of-way will be removed; however, as detailed in Exhibit 1 and depicted in Exhibit 2, the developer intends to replace these trees to the greatest extent feasible, with replacement trees proposed within public right-of-way as well as throughout the development area. In addition, the developer will install a ten-foot-wide bufferyard along the south property line where the development abuts single-family zoning. The plantings within this bufferyard alone sufficiently replace the mature canopy that will be lost during the construction phase of this project. The bufferyard will also contain a six-foot wood privacy fence, further screening the existing single-family homes south of the development area from future construction.

DEVELOPMENT REVIEW STAFF REPORT

Based on the proposed Planned Development language provided in Exhibit 1 and the site plan, landscape plan, and accompanying documents provided in Exhibit 2, staff has determined that the proposal is in general alignment with the objectives and intent of both the *Comprehensive Plan* and the *Mid-Town Neighborhood Plan*.

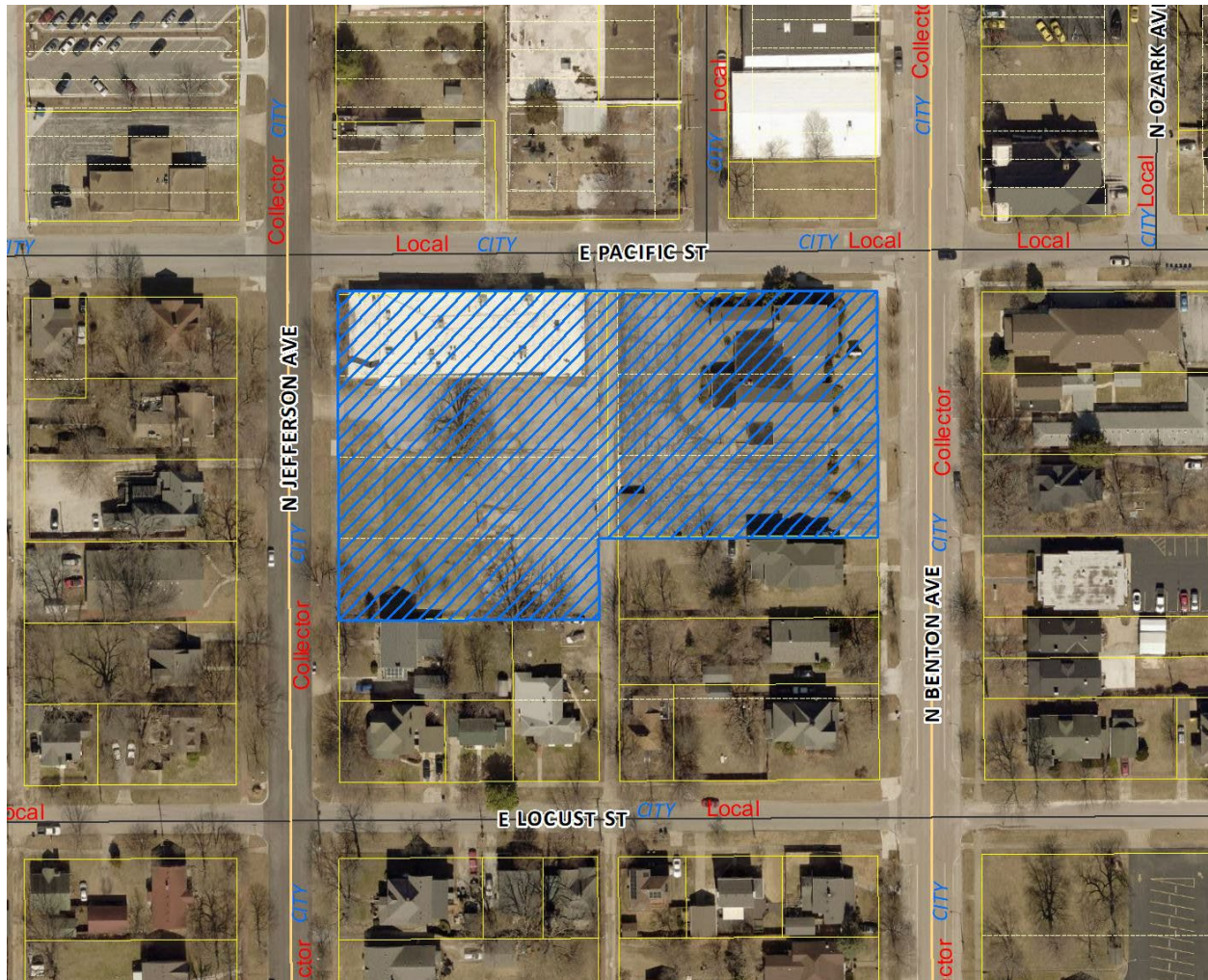
FUTURE PLACETYPE MAP:



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	Universities, Colleges & Places of Worship	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	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	COM-1	R-SF	R-MD	R-SF, CC
LAND USE	Vacant, unused land	Detached single-family dwellings	Multifamily dwellings, detached single-family dwelling, medical office	Detached single-family dwellings, multifamily dwellings
PLACETYPES	Mixed Use	Center City Neighborhood	Center City Neighborhood	Center City Neighborhood

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 or Planned Development language. Some utility extensions and relocations will likely be required based on the site plan submitted, but this can be done at the time of development.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objection to the rezoning or Planned Development language, although we would like to see the proposed peak and average sewer flow rates for the development to assess downstream impacts. Plans show no conflict with public sewer.
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 **Jordan Creek Lower Branch** 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 or additions to the Planned Development. No specific language for Stormwater is included in the Planned Development but at the time of development the property will be subject to the following conditions:

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. The site has a large amount of existing impervious area, additional impervious area requires detention. If the final project site layout decreases the impervious area, no detention is required.
 - ii. The site currently drains onto the southern adjacent properties through sheet flow on impervious parking areas. The redevelopment will need the captured runoff to meet the runoff requirements from Chapter 2.

DEVELOPMENT REVIEW STAFF REPORT

- b. 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 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.
 - i. The site plan shows two acres of disturbance. Redeveloped area has a decreased rainfall intensity for calculating the Water Quality Volume.

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 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 N. Jefferson Avenue and N. Benton Avenue as Collector roadways, and E. Pacific Street as a Local roadway. The standard right-of-way width from the centerline of N. Jefferson Avenue and N. Benton Avenue is 30 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of E. Pacific Street is 30 feet. It appears that no additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. N. Jefferson Avenue, N. Benton Avenue, and E. Pacific Street are City-maintained streets.

Traffic Counts & On-Street Parking:

The recent traffic count for N. Jefferson Avenue is 250 vehicles per day, for N. Benton Avenue is 1,090 vehicles per day, and for E. Pacific Street is 190 vehicles per day. On-street parking is allowed along N. Jefferson Avenue and N. Benton Avenue. On-street parking is allowed along both sides of E. Pacific Street.

Access:

Access to this property will be allowed based on the accepted Traffic Impact Study for this development and current City of Springfield standards.

Sidewalk:

There are existing sidewalks along the property frontage of N. Jefferson Avenue, N. Benton Avenue, and E. Pacific Street.

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. Commercial Street near this property.

Improvements:

A TIS has been completed for this development. Based on the TIS, no public improvements are required.

DEVELOPMENT REVIEW STAFF REPORT

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. Jefferson Avenue	Collector	Yes	40	30
Street 2	N. Benton Avenue	Collector	Yes	40	30
Street 3	E. Pacific Street	Local	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		184	267	2671	-
Proposed Trips Generated*		249	249	498	-
Additional Trips Generated		65	-18	-2173	-

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed Planned Development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicants, Titus Williams LLC and Historic Commercial Development LLC, have requested to rezone the property generally located at 1630 N. Jefferson Avenue and 1635 N. Benton Avenue from R-SF, Single-family residential district, CC, Center city district and Urban Conservation District #3 to Planned Development No. 386. This Planned Development would allow for the construction of multifamily dwellings following a townhouse architectural style, as well as temporary uses, accessory uses, and home occupations typically associated with multifamily development.
2. Following staff's presentation, input from the development team, and comments from the public at the public hearing held on May 11, 2023, the Planning & Zoning Commission's vote resulted in a 4-4 split, requiring that the project be postponed to the following agenda occurring on June 8, 2023. The Planning & Zoning Commission encouraged the developer to again meet with the Mid-Town neighborhood to discuss further revisions to the project's aesthetics and its scope. As a result of conversations between the development team and neighborhood organizers, the development team has provided an updated set of renderings reflecting the intended product to be constructed should the Planned Development be approved, contained in Exhibit 2.
3. Aside from the change in appearance, the only other aspect of the proposal altered has been the dog park, which the developer has opted to switch for a 900 square foot tot lot to be used as a picnic area, including at least one picnic table and communal barbeque grill/pit.

DEVELOPMENT REVIEW STAFF REPORT

4. A total of 72 multifamily dwelling units have been proposed, equating to a density of approximately 32 dwelling units per acre. This density was determined appropriate for this property via the Multifamily Matrix Analysis – the process by which City staff reviews multifamily development proposals, the surrounding infrastructure, land uses, and amenities to determine the most appropriate range of residential densities for a given development. Based on the context of the project's surroundings, the development was given an initial Assessment Criteria Score of 10, which would permit a density between 15 and 17 dwelling units per acre. Upon review of a full development plan against the Design Guidelines Assessment Criteria, the project received an additional three points (see 3. below for further details), which would permit a density between 25 and 28 dwelling units per acre. And finally, one additional point was awarded as part of the assessment's Opportunities or Constraints, specifically because this is a higher-density proposal located within a lower-density neighborhood. The resulting 14-point total permits between 29 and 32 dwelling units per acre.
5. The Design Guidelines Assessment Criteria – those design elements of a proposal used in determining a development's most appropriate density – are split into three general categories: Design to Encourage Pedestrian Activity; Provide a Good Circulation System; and Respect the Natural Environment. Each of these categories is further split into three or more criterion; the more criteria a development meets, the higher the density that will be awarded for the development. Within the Respect the Natural Environment category, one criteria calls for the incorporation of one or more of the following recreational amenities or facilities: a swimming pool; a golf course; a resident clubhouse; one (1) tot lot with a minimum size of 900 square feet; a basketball, volleyball, tennis court, handball court, or other sports court; one (1) picnic area, with a minimum size of 900 square feet; a community center (meeting room, assembly hall, etc.); an exercise room and/or recreation building; a par three golf course (nine-hole minimum); or any proposed amenity found by City Council to provide recreation or meet the needs of the multifamily development residents to a level similar to that provided by those amenities previously listed.

For a proposed development containing between 51 and 100 dwelling units, two such amenities are required. The applicant has proposed a 900 square foot community room (in Building A, see Exhibit 2) and a 900 square foot tot lot (to the east of Building F, see Exhibit 2) in order to meet this criterion.

6. The subject property is also located within the Mid-Town Urban Conservation District (also known as Urban Conservation District No. 3). Staff reviewed the applicant's proposed site plan for compliance with the requirements and restrictions of this UCD and have found it to be in conformance with these regulations. Per this UCD, the Administrative Review Committee (ARC) shall review and approve the Planned Development's site plan and notice of this review shall be given to the Mid-town Neighborhood Association President; the representatives of the Neighborhood Association shall be permitted to provide comment on the site plan prior to the ARC's action to approve it. This UCD site plan review will coincide with the ARC's review of the Final Development Plan (FDP), as required and outlined by Section 36-405 (9) of the Land Development Code.
7. The project area is contained within the *Comprehensive Plan's* Center City Neighborhood Placetype, which promotes higher-density residential development within these traditionally

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single-family neighborhoods when located along higher classification streets. Due to the varying conditions, age, affordability, and vacancies of housing within these neighborhoods, the *Comprehensive Plan* encourages support for development which diversifies the housing stock. When higher-density residential developments are proposed, the *Comprehensive Plan* focuses on ensuring such land uses do not conflict with adjacent lower-density residential properties by promoting design elements which blend the new construction with the character of the neighborhood. Based on the design requirements and elements proposed by the developer as outlined in Exhibits 1 and 2, staff has determined that the proposal is in general conformance with the objectives and intent of the *Comprehensive Plan*.

8. The developer has proposed automated security gates at each vehicular access point onto the subject site, to be located between 25 feet and zero feet from their respective property lines as depicted in Exhibit 2. The City's standard setback for such gated entries is 30 feet, providing ample space for a single vehicle to pull into the property and out of public right-of-way while waiting to be granted entry. Public Works – Traffic is aware of the proposed gated entries and has determined that they are acceptable as depicted due to the street classifications of N. Benton Avenue, N. Jefferson Avenue, and E. Pacific Street, the presence of on-street parking around the site, the one-way flow of traffic on N. Jefferson Avenue, and the traffic counts for all adjacent streets. No formal variance request is necessary as Planned Developments are permitted to vary from the City's typical standards. All fencing and gates shall be limited to a maximum height of seven feet (as limited by the Land Development Code) and shall be of an aluminum material.
9. The development site currently exists as two separate lots which must be administratively combined in order to accommodate the proposal as depicted in Exhibit 2. Prior to the issuance of any building permits pertaining to the proposed Planned Development, the applicant shall submit an application for an administrative subdivision – lot combination, as outlined by Section 36-223, Administrative subdivisions – administrative approval of lot divisions, lot combinations, property line adjustments, tract certifications and administrative condominiums, of the Land Development Code. Subsequent applications may be filed after construction is complete should the developer wish to subdivide the dwelling units into individual condominium units.
10. There are no changed or changing conditions in the area affected that make the proposed rezoning necessary; however, the applicants intend to redevelop these underutilized properties to improve the neighborhood's existing housing stock and enhance the existing aesthetics of the block.
11. The range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity. The proposed Planned Development District would exclusively permit multifamily dwellings not to exceed 32 dwelling units per acre, along with those accessory uses, temporary uses, and home occupations typically associated with residential land uses. The proposed development would act as a transition between the mix of residential and nonresidential land uses north of E. Pacific Street and the single-family zoning south of the development area.

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12. There are adequate utility, sewer, and water facilities existing in the area, or they 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 critical concerns regarding the proposed Planned Development. City Utilities has stated that some extensions may be required as part of the construction; however, such extensions can be identified and built at the time of development.
13. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic, as well as traffic safety in the vicinity, is expected to be marginal. The developer completed and submitted a Traffic Impact Study (TIS) to the City for review prior to the Planning & Zoning Commission's review of this application. The City has accepted the TIS and its results, which indicate that no public improvements are necessary as part of this development. Indeed, based on the results of this TIS, it has been determined that the proposed Planned Development No. 386 will decrease traffic significantly from the most intense uses permitted by the current zoning.
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 Planned Development No. 386, per Exhibit 1.
15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Should the rezoning be denied, the subject properties will maintain their existing zoning designations. The R-SF district is typically used for detached single-family dwellings and certain low-intensity nonresidential uses, while the CC district permits a full range of residential and nonresidential uses.

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its conformance with the *Comprehensive Plan*, the *Mid-Town Neighborhood Plan*, the Mid-town Urban Conservation District, and the findings of fact.

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.

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REQUIREMENTS FOR APPROVAL:

EXHIBIT 1

Requirements and Standards Applicable To Planned Development District No. 386

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.

All requirements of the Springfield *Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this Planned Development is to permit the construction of multifamily dwellings in a row house style on a single lot, utilizing architectural features and exterior materials which emulate and enhance the historic nature of the Mid-Town neighborhood. The total development includes six row house-style structures (labeled Buildings A through F, Exhibit 2, Site Plan) containing 72 multifamily dwelling units.

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. Multifamily dwellings.
3. Residential condominiums.
4. Short-term rentals, as permitted by Section 36-473, Short-term rentals, of the *Zoning Ordinance*.
5. Temporary uses, as permitted by Section 36-452, Temporary uses, of the *Zoning Ordinance*.
6. Home occupations, as permitted by Section 36-451, Home occupations, of the *Zoning Ordinance*.

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E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the *Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by the *Springfield City Code*.

F. INTENSITY OF DEVELOPMENT

Development within this district shall adhere to the following standards:

1. The maximum residential density shall not exceed 32 dwelling units per acre.

G. BULK, AREA, AND HEIGHT REQUIREMENTS

Development within this district shall adhere to following bulk, area, and height requirements:

1. *Maximum structure height:* 42 feet above finished grade; however, in no event shall any structure exceed a 45-degree bulk plane as measured from the district boundary of any property zoned R-SF, Single-family residential district or R-TH, Residential townhouse district.
2. *Minimum yard requirements:* None, except for the bufferyard requirement along the south property line where adjacent to property zoned R-SF as described in I. **OPEN SPACE, LANDSCAPING, AND SCREENING** below.

H. DESIGN REQUIREMENTS

Development within this district shall adhere to the following design requirements:

1. *Exterior building materials:* All construction must utilize a combination of brick cladding veneer and Hardie Board siding (or similar cement fiber siding). Hardie Board siding (or such similar material) shall be oriented horizontally and provided in solid colors with a traditional wood appearance (see Exhibit 2, renderings provided by Buxton Kubik Dodd Design Collective).
2. *Architectural articulations:* All front façades shall incorporate architectural articulations which result in a difference in the vertical plane of such wall of at least 18 inches; in addition, all front façades shall be further enhanced through the incorporation of stoops, awnings, windows, bay window projections, and balconies (see Exhibit 2, renderings provided by Buxton Kubik Dodd Design Collective).
3. *Pedestrian circulation:* In general alignment with Exhibit 2, Site Plan, four-foot-wide pedestrian walkways shall be provided throughout the entirety of the development, connecting to one another and public sidewalks located in adjacent

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public right-of-way. The front entry of all dwellings shall be connected to the pedestrian circulation system or public sidewalks, as applicable.

4. *Development amenities:*
 - a. *Pedestrian benches.* Per Exhibit 2, Landscape Plan, a minimum of six (6) pedestrian benches shall be installed throughout the total development area.
 - b. *Community room.* Per Exhibit 2, Site Plan, Building A – located at the northwest corner of the development area – shall provide a shared community room on its first floor for shared use by the development's residents.
 - c. *Tot lot.* Per Exhibit 2, Site Plan, a fenced tot lot shall be provided internal to the development for use by the development's residents. The tot lot must be a minimum of 900 square feet in area and must contain at least one picnic table and one communal barbeque grill/pit.
5. *Security fencing, gating.* To be provided per Exhibit 2, Site Plan. All fencing and gates shall be of an aluminum material. All fencing and gates shall be limited to a maximum height of seven (7) feet above finished grade.

I. OPEN SPACE, LANDSCAPING AND SCREENING

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:*
 - a. *Minimum open space.* Not less than 15 percent of the total lot area shall be devoted to open space, including the required bufferyard. Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
 - b. *Maximum impervious surface.* The combined area occupied by all main and accessory buildings or structures, parking, loading and other paved areas and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 85 percent of the total lot area.
2. *Bufferyards:* A bufferyard D, as described in Section 36-482 of the *Springfield Zoning Ordinance*, must be installed along the south property line where adjacent to property zoned R-SF and the existing alley.
 - a. *Minimum width.* The bufferyard D shall have a minimum width of ten feet, as identified in Exhibit 2, Landscape Plan.
 - b. *Minimum plantings.* The minimum plantings within the bufferyard D shall include 12 canopy trees, 12 understory trees, 12 evergreen trees, and 84

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- shrubs to be evenly distributed throughout the entirety of the bufferyard area as depicted in Exhibit 2, Landscape Plan.
- c. *Screening.* The bufferyard D shall include a six-foot wood privacy fence, or other form of accepted screening as described in Section 36-480 of the *Springfield Zoning Ordinance*, throughout the entirety of the bufferyard's area.
3. *Interior landscaping:*
 - a. *Minimum area.* A minimum of 1,870 square feet of open space shall be provided interior to the development's vehicular use areas and pedestrian circulation system.
 - b. *Minimum plantings.* The minimum plantings within the interior landscape area shall include eight (8) understory trees and two (2) canopy trees, as depicted in Exhibit 2.
 4. *Foundation landscaping:* To further soften the architectural impact of the development on adjacent public right-of-way and to improve the streetscape, the following plantings shall be provided at least 18 inches from the foundation of those buildings whose front entries address public right-of-way.
 - a. *Minimum plantings.* Each foundation landscape area, located at the front entry of each townhouse, shall contain at least one (1) evergreen shrub, two (2) deciduous shrubs, and four (4) perennial flowers.
 5. *Tree replacement.* The following additional plantings shall be required to offset the removal of certain existing trees interior to the site and within adjacent public right-of-way.
 - a. *Interior replacement trees.* Per Exhibit 2, Landscape Plan, three (3) trees shall be planted interior to the development to replace those trees anticipated to be removed as part of this project's construction; these replacement trees shall be canopy trees of a minimum caliper width of one and one-half (1.5) inches at the time of planting.
 - b. *Public right-of-way replacement trees.* Per Exhibit 2, Landscape Plan, four (4) trees shall be planted within the adjacent public right-of-way to replace those trees anticipated to be removed as part of this project's construction; these replacements shall be canopy trees of a minimum caliper width of one and one-half (1.5) inches at the time of planting.
 6. No perimeter landscaping, as defined in Section 36-482 of the *Springfield Zoning Ordinance*, shall be required as part of this development.

J. EXTERIOR LIGHTING

The requirements and standards of Section 36-484 of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply but for the following:

1. *Light sources or luminaries with cutoffs.* Light sources or luminaries which have a cutoff shall not exceed a maximum height of 30 feet.

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K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown in Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

L. OFF-STREET PARKING

Vehicular and bicycle off-street parking facilities shall be provided in conformance with Exhibit 2, Site Plan and Site Calculations.

1. *Enclosed parking.* A minimum of 70 vehicular parking spaces shall be provided via the first-floor garage space associated with each dwelling unit.
2. *Outdoor parking.* A minimum of 15 vehicular parking spaces shall be provided as parallel parking along the east-west internal drive.
3. *Bicycle parking.* A minimum of 12 bicycle racks, meeting the design standards of Section 36-483 of the *Springfield Zoning Ordinance*, shall be distributed throughout the development as depicted in Exhibit 2, Site Plan.

M. SIGNS

The requirements and standards of Section 36-454 of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply.

N. REQUIRED IMPROVEMENTS

A traffic study was submitted to and accepted by the City of Springfield prior to the review of the proposed Planned Development concluding that no public improvements shall be required as part of this development.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

P. PHASING

Development within this District will not be phased.

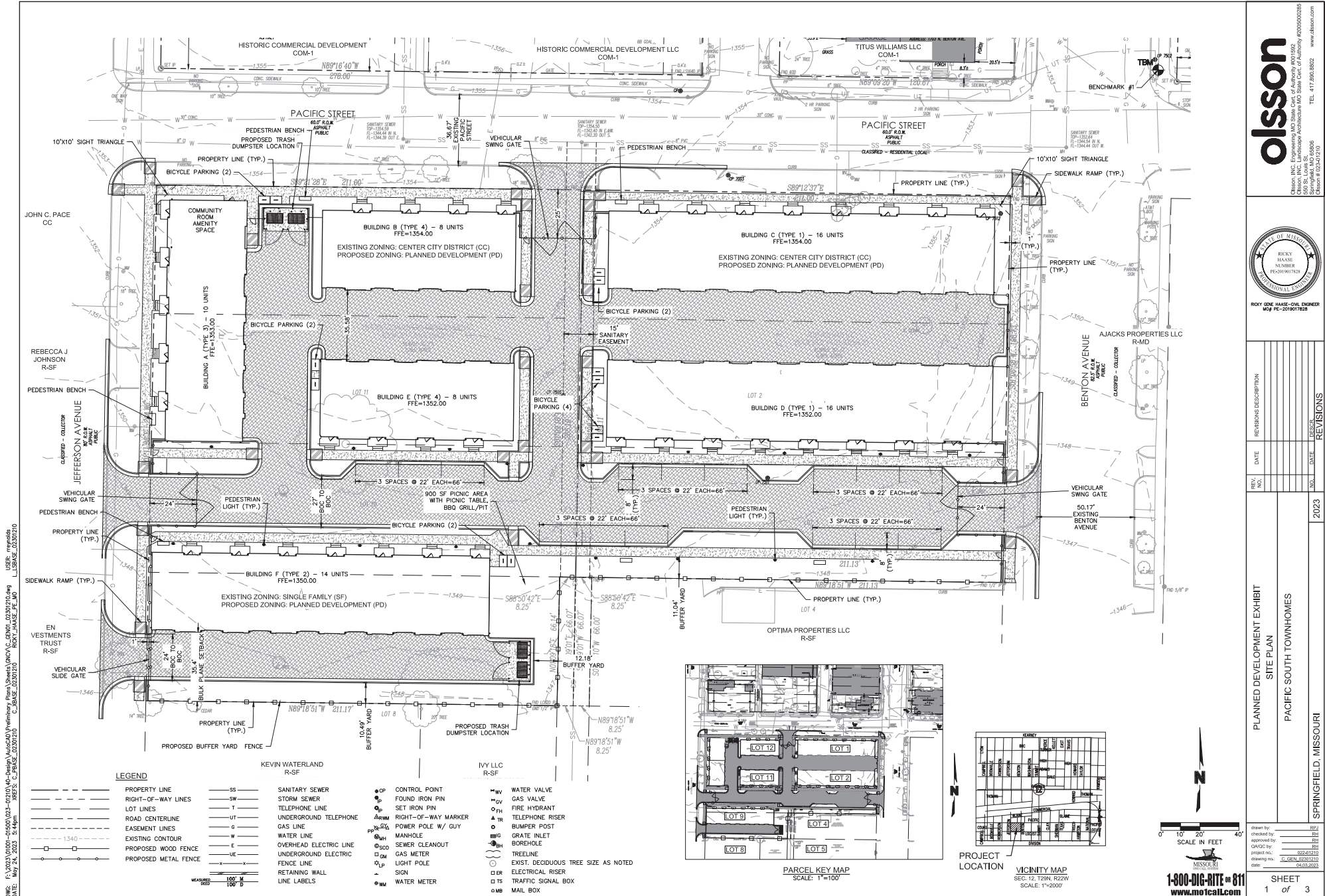
DEVELOPMENT REVIEW STAFF REPORT

Q. FINAL DEVELOPMENT PLAN

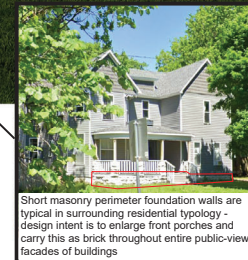
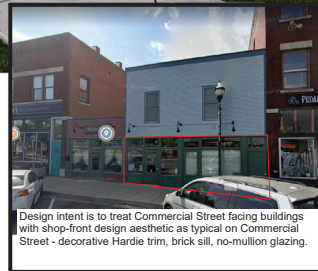
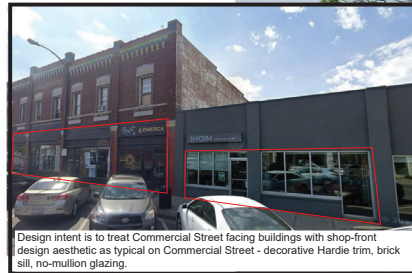
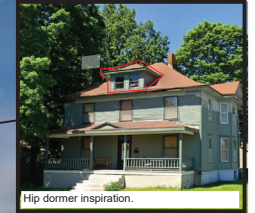
A Final Development Plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements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

EHIBIT 2







BUXTON KUBIK DODD
DESIGN COLLECTIVE
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ATTACHMENT 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: CC and R-SF to PD with COD UCD 3
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 18 from 4-6:30 pm
3. Meeting Location: Sacred Heart Catholic Church 1609 N. Summit, Springfield, MO 65803
4. Number of invitations that were sent: 163
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 15
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

-There were concerns about the increase traffic. We will be completing a traffic study for the development.
-Previous design (pre-covid) had a 4 story building. Neighbors were all happy to see a less intense development.
-Neighbors were happy to see parking being provided and they want the trash cleaned up.
-Neighbors were happy to see the plan is very similar to what was shown to them at a previous neighborhood meeting
-Neighbors are concerned about people speeding down Benton and Jefferson. We let the neighbors know we would inform Public Works about this as they own and control the streets.
-The neighbors had questions about who would own these units and who the target leasers are. We informed the neighbors these could be condos new grads, couples with a child, senior folks and we shared expected rental rates.

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

No written comments received.

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 04/18/2023 (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."

Ricky D Haase

Signature of person completing affidavit

Ricky Haase

Printed name of person completing affidavit

Neighborhood Meeting

Rezoning @ 1630 N Jefferson Ave, Springfield, MO

April 18, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Kate Thiemann	1515 N. Benton Ave.	417-827-0957
MARK FREES	3801 S. NATIONAL AVE REPRESENTATION 1632 N. ROBBERSON	417-408-3421
BRIAN KUBIK	1554 RIVER OAKS LN SPRD. MO. 65804	417-299-5000
KATHERINE GILBERT	1537 N. BENTON AVE	408-338-5834
The Rev. David Kendrick	1526 N. Benton	417-536-4047
Karen Moss	1500 N. Jefferson	816-520-0321
Harold Munson	1500 N. Jefferson	816-350-0772
DYLAN CHORCE	1412 N WASHINGTON AVE	417-633-0821
Brian King	1600 N. JEFFERSON AVE.	417-365-1469
Titus Williams	1640 N. Campbell Ave	417-413-4687

Neighborhood Meeting

Rezoning @ 1630 N Jefferson Ave, Springfield, MO

April 18, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Viviana Writer	1660 N. Campbell Ave	417-818-1384
Ricky Haase	550 E St Louis	417-890-8802
NICK SCHURK	2039 E WYLAND	34-723-9779
BRIAN MATSON	1510 N. Washington Ave	573-239-3125
Er Ray Smith	1609 N. Summit Ave.	417 869 3646

ATTACHMENT 2
PUBLIC COMMENT

From: [rccpromotions](#)
To: [McGinnis, Kyle](#)
Subject: Kyle (Planned development 1630 N Jefferson Ave)
Date: Wednesday, April 12, 2023 10:48:37 AM

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

I just wanted to weigh in on the project at 1630 N Jefferson Ave. I own a home that was in complete disrepair and we helped bring it back to its original glory days and helped to do a small part of revitalizing this area. I think it's great what they're doing at the project and as a property owner at 415 E Division in Springfield I want to email my support for the planned development. They're going to build something there anyways but might as well let them be as creative as possible to maximize the area and continue the revitalization of the neighborhood. Nathan 913-704-7740.

From: [Katie Gilbert](#)
To: Zoning@springfieldmo.gov
Cc: rhaase@olsson.com
Subject: Re: Feedback on Titus Williams's planned development along Benton & Jefferson in Midtown.
Date: Thursday, April 27, 2023 4:01:27 PM

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

Dear Springfield Planning and Zoning,

Thank you for providing the opportunity to give feedback on Titus Williams' planned development along Benton & Jefferson in Midtown. I live just three homes down from what, I anticipate, will be the new development on my street. I am glad to see that there is movement forward with development. I am writing to share my response to the presentation. In brief, I shared these thoughts at the recent in-person meeting but would like to reiterate them here.

I should note that I served as one of two liaisons between the Midtown neighborhood Association and Titus Williams et al during the first round of meetings in 2020 and 2021. Because of this, I have had a sense of what Williams is aiming for, and importantly, I have an ear to the ground when it comes to my neighbors and their concerns.

1) The design has come a tremendous way since the original drawings. This is very good to see. My remaining recommendations are the following:

a) Our neighborhood committee suggested brownstones, in line with something like this: <https://www.redfin.com/GA/Atlanta/446-Bill-Kennedy-Way-SE-30316/home/24675253>

The current look is brownstone-*ish*, but it tips towards much less expensive “townhomes” that we see pop up quickly around Springfield, which are less elegant. I think it’s exceptionally important that the designers go with a high-end look. This is exceptionally important **for this project in particular** because of the history of the area. Our neighborhood and C-Street have worked so hard over the recent decades to renew the region. If something goes up with even a hint of a slap-dash inexpensive feel, the building will fall in line with the long-standing reputation of the area as “impoverished.” Because of that, the design needs to look *even more high end* than it would in, say, an upper-middle class neighborhood. The design has to *up the value of the surrounding area* or else it will not actually have a positive effect on the area at all. It will have the vibe of: “a developer put up some cheap places in an economically struggling area.”

b) With that in mind, I recommend the design move more towards a higher-end brownstone look (mixed with stone is fine) and less of a look that is in line with, say, Silver Springs apartments, which are in another part of our neighborhood.

c) I also suggest the developer and architect consider flat roofs, in line with brownstones historically and with the flat roofs of C-Street buildings. This will also give the design less of a "Silver Springs" townhomes feel.

2) One of the major concerns of neighbors had to do with the original number of occupants and parking. The developer seems to have addressed these concerns, at least to my mind, and this is also great to see.

However, there is a related issue. I live in a home located at 1537 Benton Avenue. Because of that, I see the traffic that runs between Division and Commercial street all day long. What has been a long-standing problem with Benton will need to be addressed as traffic increases along the street. That has to do with the way that the street design allows people to drive.

Drivers go up and down our street as if they are racing on Germany's autobahn. It is a nightmare. In the case of both my home and my next-door neighbor's home, our cars have been completely totaled by speeding drivers when our cars were parked on the street in front of our homes.

Having lived in this spot for thirteen years, I know exactly what the issues are:

1) The light that is at the intersection of Benton and Division is set up so that it is green for only a few seconds when you are driving north and south along Benton. Because of this, people put the pedal to the metal to make the light.

In addition, the street layout is structured like a high-speed avenue. Because of this, the number of horrific car accidents I have witnessed at the intersection has been stunning. Cars speeding, then flipping, and flying through the air. It's incredibly dangerous.

So, if we add heavy traffic to the street and do nothing to slow it down, I am certain that it will result in a serious uptick in traffic accidents. We will have not just speeding, but crowded speeding, and more accidents.

I recommend major changes to the street. These could include at least two

roundabouts, and/or a median with trees (along the lines of what has been added along Central by Drury) and/or speed bumps / signage like that along Cherry and Pickwick. In addition, the timing of the light at the intersections of Benton and Division should be recalibrated so that people don't rush to get through the light.

As it is, it's an incredibly dangerous street. It would be a disaster if the city did not match the timing of the construction of the development with major street reconfiguration.

3) My third and final observation has to do with the current way in which Titus Williams et al care for the properties in my neighborhood. I understand why a developer would not want to pour money into buildings he intends to tear down. However, *many* folks in the neighborhood have witnessed the incredible deterioration of Titus Williams's properties and understandably believe that his company's method is demolition by neglect. Normally, the first thing one does when one purchases an older property is to secure the outside, waterproof it, etc.

None of that work has taken place. The state of the buildings is truly appalling. While the area has always had a couple issues with trash/littering, unhoused folks, etc., the amount of trash, broken glass, spray paint, busted-in doors and windows, has been appalling since Williams purchased the properties.

I walk my dog every day in the neighborhood. Before Williams bought the properties, professionals, churchgoers, etc. came and went. The area was not without any issues, but it was actually surprisingly well-kept and maintained. There was a real sense of *care*, and it had a ripple effect.

Now it is unbelievably depressing. I have watched unsheltered folks walk in and out of buildings, cluster under the awnings for days on end, etc. I watched a child drop an enormous glass planter off the top of one of William's properties last summer. The shards of glass are *still all over the sidewalk*.

I have brought this up twice already with Williams—by email a year ago and in person recently. I did not receive a response to my email. The recent response is, "we have someone do a walk through of our buildings each week." Whoever they have doing the walk through must have a blindfold on to miss the shopping carts, mounds of litter, chunks of glass, etc.

To be clear, if someone drives by along the road, they might miss all this. A person needs to get out of their car and walk along the sidewalks, on the grounds, and around the buildings. Williams must have someone walk the perimeter and CLEAN UP.

What is important, too, is that Williams should realize that this approach is “make or break it” when it comes to gaining neighborhood support. If a developer buys tons of properties, allows them to become trash, thereby turning the neighborhood into trash, that developer cannot then expect that the people who live in that neighborhood will support him/her when he/she asks for support for executing their development. They’ve completely lost the faith of the neighbors because they’ve trashed the neighborhood and directly lowered the neighbors’ property values. It’s infuriating. It’s negligent. It’s short sighted. It’s self-defeating of a developer to do.

So, to reiterate, if Titus Williams wants the support of neighbors like me, I strongly suggest he clean up the properties ASAP. Really: pick up the glass, pick up the trash, take care of the landscaping, deal with the unhoused folks busting down the doors.

I’m including just one example of what I now see on my daily walk. Previously, this building was meticulously maintained with lovely landscaping.

It will likely be another year before work on the development gets started. In the meantime, if Williams hopes to have the support of the neighbors, I can guarantee that his showing some basic respect and care for us will make a difference. Currently, the message conveyed is one of complete and total indifference if not downright disdain for us. Based on what I’ve seen so far, should he buy properties in another neighborhood, I would warn the neighbors: “He will trash your neighborhood and your own home’s property value.”

I imagine that is not the reputation Williams’ would like to maintain. He can fix it. Or not.

I also *honestly* would like to see the now trashed properties be re-developed/newly developed, and I’d like to see it done in style. I hope, *very much*, that Williams is indeed able to pull it off. Indeed, the whole neighborhood is watching.

Thank you for reading.
Katherine Gilbert



From: Mary Collette <historicfirehouse@gmail.com>

Sent: Wednesday, May 10, 2023 9:12 AM

To: Hosmer, Bob <bhosmer@springfieldmo.gov>

Subject: Midtown/Prosperiti Conversations

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

Greetings Commissioners,

A group of Midtown residents and property owners met with Prosperiti representative over many months back in 2021. There was good, healthy dialog and we all felt we made great progress with the project in question. The neighborhood did not get all we wanted, nor did Prosperiti so we all walked away feeling we had done something productive. (see attached pdf) Now today, to be shown what the plans have morphed into, is disappointing to say the least. I feel P&Z should send the project back to the drawing board using that same Midtown committee.

The final plan should reflect more of our conversations and thus be a good model for other developments in the future. Otherwise, it was a waste of time for all involved, including the developer.

Mary Collette,
Midtown Member, Resident, Property Owner

From: [Phyllis Holzenberg](#)
To: Zoning@springfieldmo.gov
Subject: Planned Development by Titus Williams (1630 N. Jefferson/1635 N. Benton)
Date: Thursday, June 1, 2023 1:50:29 PM

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

To whom it may concern: this is the second time that Mr. Williams has come to the Midtown Neighborhood with a proposal to build over 70 townhomes about a block from where I live. The first time, the discussions lasted for several weeks, and, in the end, nothing happened. A plan was settled on, but Mr. Williams suddenly lost almost 2 million dollars in cryptocurrency and he and his company disappeared. We were all left wondering. Where did he and his company go? What happened?

I'm guessing that Planning and Zoning will approved this plan but while the neighborhood might not be able to completely stop this, there are some things we would like to see happen: 1.) a reduction of about %20 of the townhomes down to about 50; 2.) a more aesthetically pleasing look that will complement the existing brick buildings on or near Commercial Street; 3.) the residents of Jefferson (a narrow one way street) would like to not have an entry/exit to this development on our street. Pacific and Benton would be better streets to handle this kind of traffic. Also, we do not want the parking overflow to take over Jefferson between Commercial and Division Streets. Many of the older homes on Jefferson don't have the capacity in their driveways or garages (if they do have garages, some do not) for parking and must park on the street.

I really don't have much faith in Mr. Williams or his team. He has purchased a huge number of Commercial Street properties and in many surrounding areas near Midtown, and has done NOTHING to them except let them slowly fall down. The Midtown Neighborhood has nothing to judge him by. Why doesn't he rebuild/rehab the Missouri Hotel and some of the Kitchen buildings he owns and then we can see what he can do. He should be taking care of the properties he already owns, not trying to build something new.

Thank you,

Phyllis Holzenberg
1605 N. Jefferson
Springfield MO 65803



EXPLANATION TO COUNCIL BILL 2023-172 (HORTON)

FILED: 06/23/2023

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 25.92 acres of property generally located at 1353, 1409, and 1421 North West Bypass and 3538, 3550, and 3616 West Division Street from HC, Highway Commercial District, and GM, General Manufacturing District, to HM, Heavy Manufacturing District, with Conditional Overlay District No. 230; establishing Conditional Overlay District No. 230; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Demore Interprises Inc. & James Demore; 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street; Z-14-2023 w/ COD No. 230).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 25.92 acres of property generally located at 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street from HC, Highway Commercial and GM, General Manufacturing to HM, Heavy Manufacturing. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-14-2023 w/COD No. 230

The applicant is requesting to rezone approximately 25.92 acres of property generally located at 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street from HC, Highway Commercial and GM, General Manufacturing to HM, Heavy Manufacturing.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 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 Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Industry & Logistics placetype. This 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.
2. The HM district is consistent with the other properties in this area. The range of uses in the proposed HM district are compatible with the uses permitted on other properties to the north and east.
3. The proposed COD prohibits several permitted intense uses and conditional uses to mitigate potential adverse effects from these uses. Also, all uses are required to have 15 percent of open space.
4. The COD requirements that metal shall not be used more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Division Street and West Bypass Expressway. The perimeter landscaping will be enhanced to provide one canopy tree, three understory, ornamental, or evergreen trees and six shrubs per 100 linear feet of street frontage. These requirements are consistent with the goals stated in SGF Forward on page 91, 2.4 "Enhance the character of industrial districts."
5. The subject property is located along West Bypass and Division Street, classified as an Expressway and Primary Arterial, respectively.
6. 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 may be necessary to accommodate this development.
7. 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.
8. 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. Traffic Engineering's comments reflect that a decrease in traffic trips is expected with the HM zoning from the existing zoning.
9. 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.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.



STAFF RECOMMENDATION:

Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Industry & 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:

Maurice S. Jones, Deputy City Manager 7/3/2023

- Attachments:**
1. Z-14-2023 COD 230_ord
 2. COD Provisions_exhA
 3. Legal Description_exhB
 4. ROP_exhC
 5. Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 07-03-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-172

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 25.92 acres of property generally located at 1353, 1409, and 1421
4 North West Bypass and 3538, 3550, and 3616 West Division Street
5 from HC, Highway Commercial District, and GM, General
6 Manufacturing District, to HM, Heavy Manufacturing District, with
7 Conditional Overlay District No. 230; establishing Conditional
8 Overlay District No. 230; and adopting an updated Official Zoning
9 Map. (Staff and the Planning and Zoning Commission recommend
10 approval.)
11 _____
12

13 WHEREAS, an application has been filed for a zoning change of the property
14 generally located at 1353, 1409, and 1421 North West Bypass and 3538, 3550, and
15 3616 West Division Street from HC, Highway Commercial District, and GM, General
16 Manufacturing District, to HM, Heavy Manufacturing District, with Conditional Overlay
17 District No. 230; and
18

19 WHEREAS, Conditional Overlay District No. 230 shall modify the requirements of
20 the Springfield Land Development Code Section 36-433, HM, Heavy Manufacturing
21 District, by requiring that the property described in "Exhibit B" comply with the
22 requirements described in "Exhibit A;" and
23

24 WHEREAS, following proper notice, the Planning and Zoning Commission held a
25 public hearing on June 8, 2023, a copy of the Record of Proceedings from said public
26 hearing being part of "Exhibit C," which "Exhibit C" is attached hereto and incorporated
27 herein in its entirety by this reference, and said Commission made its recommendation;
28 and
29

30 WHEREAS, the City has reviewed the applicant's request and prepared a staff
31 report concerning the application, which is attached hereto and incorporated herein by
32 this reference as "Exhibit D;" and
33

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

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

Section 1 – The property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, is hereby rezoned from HC, Highway Commercial District, and GM, General Manufacturing District, to HM, Heavy Manufacturing District, with Conditional Overlay District No. 230. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 230, which shall contain the requirements and standards provided in "Exhibit A," which is attached hereto and incorporated herein by this reference as though set forth herein. The requirements of Conditional Overlay District No. 230 shall modify the requirements of the Springfield Land Development Code Section 36-433, HM, Heavy Manufacturing District, by requiring the property described in "Exhibit B" comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-14-2023 COD No. 230

The requirements of Section 36-433, Heavy Manufacturing district of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses shall be prohibited:
 - a. Junk yards and automobile wrecking yards
 - b. Scrap and salvage yards
 - c. Wood preserving operations using formulations of Chrome-Copper-Arsenate (CCA), pentachlorophenol (PENTA), creosote, and related chemicals.
2. The following conditional uses shall be prohibited:
 - a. Collection and transfer facilities for hazardous wastes, solid wastes that contain hazardous substances from off-site sources and radioactive substances.
 - b. Permanent storage or disposal of hazardous substances
 - c. Processing, reprocessing and storage of PCB containing oils.
 - d. Quarries and mining operations
3. Design requirements:
 - a. Metal shall not be more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Division Street and West Bypass Expressway.
4. Perimeter landscaping:
 - a. The plantings within the perimeter landscape area shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage.
5. Open space requirements:
 - a. For all uses:
 - i. Minimum open space: Not less than 15 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). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
 - ii. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking, storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-14-2023 COD No. 230

BEGINNING 315' SOUTH OF THE NORTHEAST CORNER OF SECTION 17,
TOWNSHIP 29, RANGE 22, THENCE WEST 265' THENCE NORTH 93'
THENCE WEST 165' THENCE SOUTH TO THE NORTH LINE OF RAILROAD
RIGHT-OF-WAY THENCE NORTHEASTERLY ON THE NORTH LINE OF SAID
RAILROAD RIGHT-OF-WAY TO THE EAST LINE OF SECTION 17,

TOWNSHIP

29, RANGE 22 THENCE NORTH ALONG SAID EAST LINE TO THE POINT
OF BEGINNING, IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Beginning 315 feet South of the Northeast corner of Section 17,
Township 29, Range 22, for a beginning point, thence West 265
Feet, thence North 93 feet, thence West 165 feet, thence South
482 feet, thence East 163 feet, thence North 53 feet, thence
East 267 feet more or less to a point due South of the beginning
point, thence North 336 feet more or less to the beginning point,
less any part taken for Highway purposes; including the improvements
and building thereon, EXCEPT a rectangular tract located in the
Southwest corner of the above-described property running 170 feet
North and South by 214 feet East and West upon which is located
Two buildings which are not covered by this lease, and which shall
be retained by the Lessor (the "Leased Premises").

ALL THAT PART OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF THE NORTHEAST
QUARTER (NE $\frac{1}{4}$) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29),
RANGE TWENTY-TWO (22), DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER THEREOF; THENCE WEST TWO
HUNDRED SIXTY-FIVE (265); THENCE SOUTH THREE HUNDRED FIFTEEN
(315) FEET; THENCE EAST TWO HUNDRED SIXTY-FIVE (265) FEET,
MORE OR LESS TO THE EAST LINE OF SAID SECTION; THENCE NORTH
TO THE BEGINNING, EXCEPT ANY PART TAKEN AND USED FOR ROAD
PURPOSES, IN GREENE COUNTY, MISSOURI.

ALSO: ALL BEGINNING 265 FEET WEST OF THE NORTHEAST CORNER OF
SECTION SEVENTEEN (17), TOWNSHIP TWENTY-NINE (29), RANGE
TWENTY-TWO (22); THENCE WEST 165 FEET; THENCE SOUTH 222 FEET;
THENCE EAST 165 FEET; THENCE NORTH 222 FEET TO POINT OF
BEGINNING, EXCEPT ANY PART TAKEN OR USED FOR ROAD PURPOSES,
IN GREENE COUNTY, MISSOURI.

All beginning 430 feet West of the Northeast corner of Section Seventeen (17),
Township Twenty-nine (29), Range Twenty-two (22); thence West 164 feet,
more or less, to the East line of the property conveyed by the warranty deed

recorded in Book 1097 at Page 302; thence South to the North line of the railroad right-of-way; thence northeasterly along the railroad right-of-way to a point due south of the beginning point; thence North to the place of beginning, in Section Seventeen (17), Township Twenty-nine (29), Range Twenty-two (22), all in Greene County, Missouri, except any part deeded, taken, or used for road, street or highway purposes. This description shall include all land located between the property owned by James H. Demore abutting on the West and the property owned by Thermo King of Springfield, Inc. abutting on the East.

All of the East Six (6) Acres more or less of the West Twenty-two (22) Acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) lying North and West of the Railroad right of way of Section Seventeen (17), Township Twenty-nine (29), Range Twenty-two (22) all in Greene County, Missouri.

ALL OF THE EAST 126 FEET OF THE FOLLOWING DESCRIBED TRACT: ALL BEGINNING AT A POINT 240 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29, RANGE 22; RUNNING THENCE EAST 283 FEET; THENCE SOUTH TO THE RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID RAILROAD RIGHT OF WAY TO A POINT WHERE SAID RAILROAD INTERSECTS THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29, RANGE 22; RUNNING THENCE NORTH TO A POINT 950 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29, RANGE 22; RUNNING EAST 240 FEET; THENCE NORTH 950 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THAT PART THEREOF TAKEN, DEEDED OR USED FOR STREET OR HIGHWAY PURPOSES.

ALL BEGINNING AT A POINT 523 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE SOUTH A DISTANCE OF 339 FEET; THENCE WEST A DISTANCE OF 126 FEET; THENCE NORTH A DISTANCE OF 339 FEET; THENCE EAST A DISTANCE OF 126 FEET TO THE POINT OF BEGINNING, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THAT PART THEREOF TAKEN, DEEDED OR USED FOR STREET OR HIGHWAY PURPOSES.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-14-2023 COD No. 230

Z-14-2023 w/COD 230

3538, 3550, 3616 West Division Street and 1353, 1409 & 1421 North West Bypass

Applicant: Demore Enterprises, Inc., James Hershel Demore and Robert Demore

Mr. Sparlin stated that this is a request to rezone approximately 25.92 acres from HC, Highway Commercial and GM, General Manufacturing to HM, Heavy Manufacturing.

Mr. Jobe opened the public hearing.

Mr. Lee Viorel, 901 E. St. Louis Street representing the owners and they are leasing out the premises and requesting to rezone to Heavy Manufacturing and feel that this will attract tenants. We have met with the neighbors, and they raised some issues, i.e., noise and hazardous waste, but we have mitigated those concerns through a Conditional Overlay District.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** of Z-14-2023 w/COD 230 (3538, 3550, 3616 West Division Street and 1353, 1409 & 1421 North West Bypass) as listed in the staff report. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

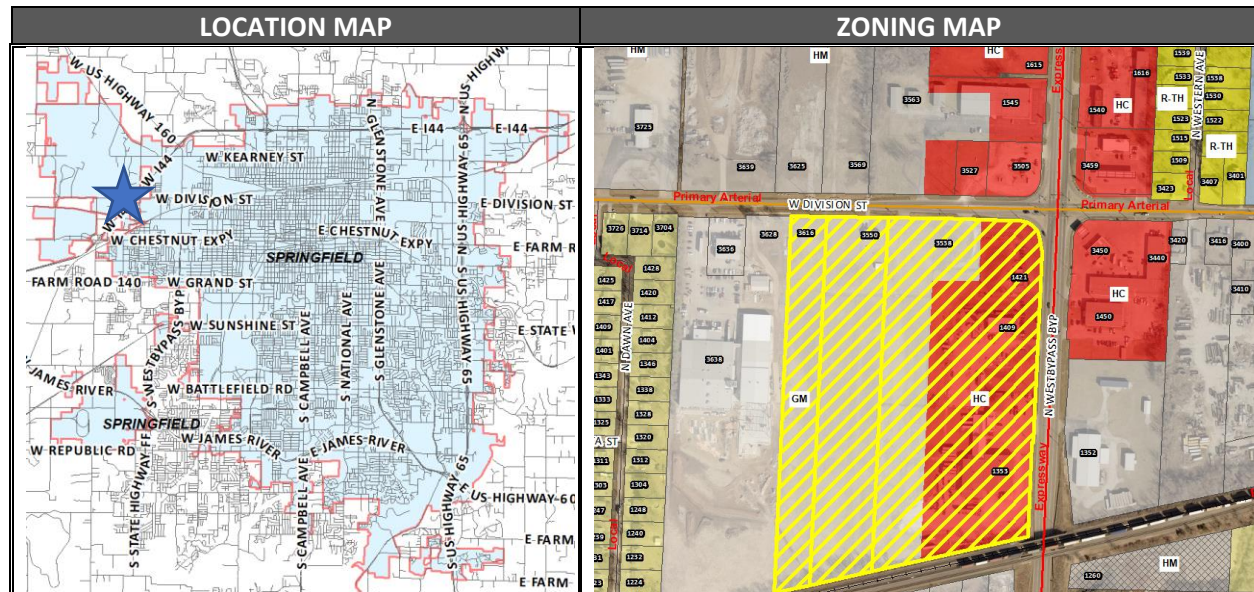
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-14-2023 w/ COD No. 230
Location:	1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street
Total Acres:	25.92 acres
Applicant:	Demore Interprises Inc. & James Demore
Existing Land Use:	Manufacturing, Engine repair and undeveloped land
Neighborhood Meeting:	April 26, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 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 rezoning case Z-14-2023 w/ COD No. 230 as set forth in Attachment 1 to the staff report. (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

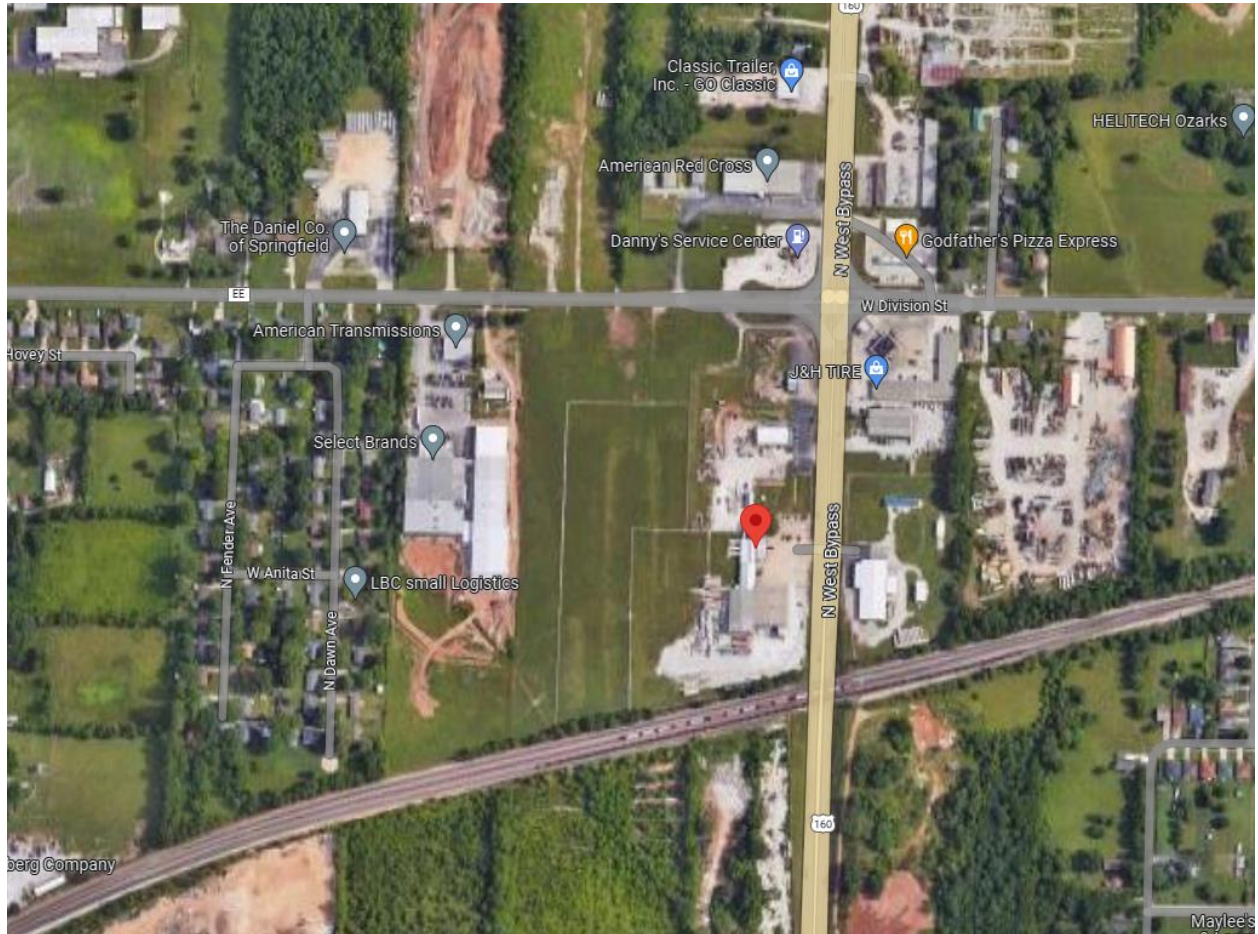
PROJECT SUMMARY:

Request to rezone approximately 25.92 acres of property generally located at 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street from HC, Highway Commercial and GM, General Manufacturing to HM, Heavy Manufacturing.



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 rezoned to HC and GM district in the city-wide remapping in 1995.

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 HM
Use Limitations	(a) 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 conformance with subsection 36-450(3)(b)6. Existing nonconforming residential uses may be expanded up to ten percent of the floor area existing at the time the district is mapped to provide enlarged cooking and sanitary facilities but not bedrooms or other living space. (b) No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).

DEVELOPMENT REVIEW STAFF REPORT

Maximum Height	None
Minimum Open Space	(a) Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios. 1. Minimum open space: Not less than 15 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). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. 2. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15). (b) All other uses. 1. Minimum open space: None. 2. Maximum impervious surface: None.
Buffering and Landscaping	A landscape plan, meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, has been approved.

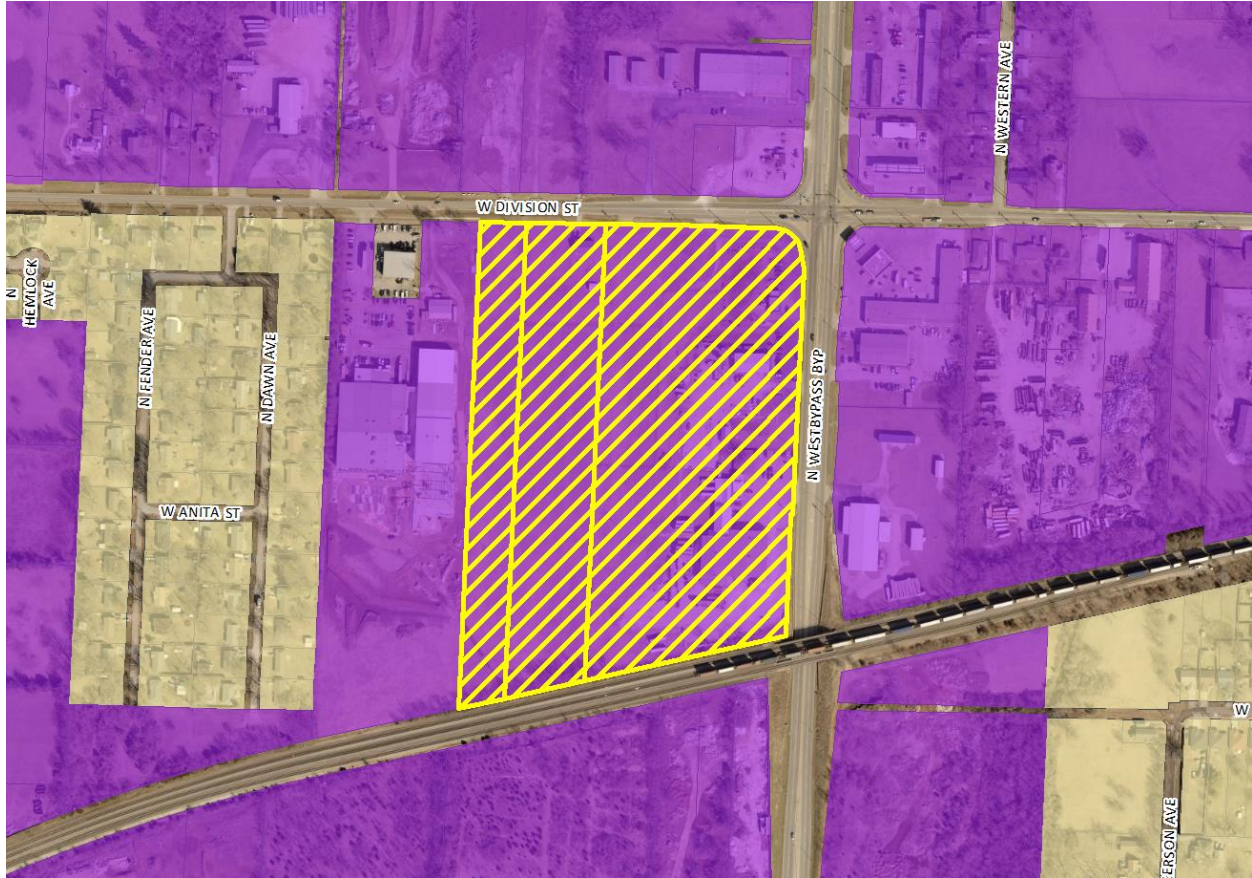
COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. This 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.

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, Colleges & Vocational Schools	Personal Services, Healthcare & Institutional Facilities	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		●	●	○										

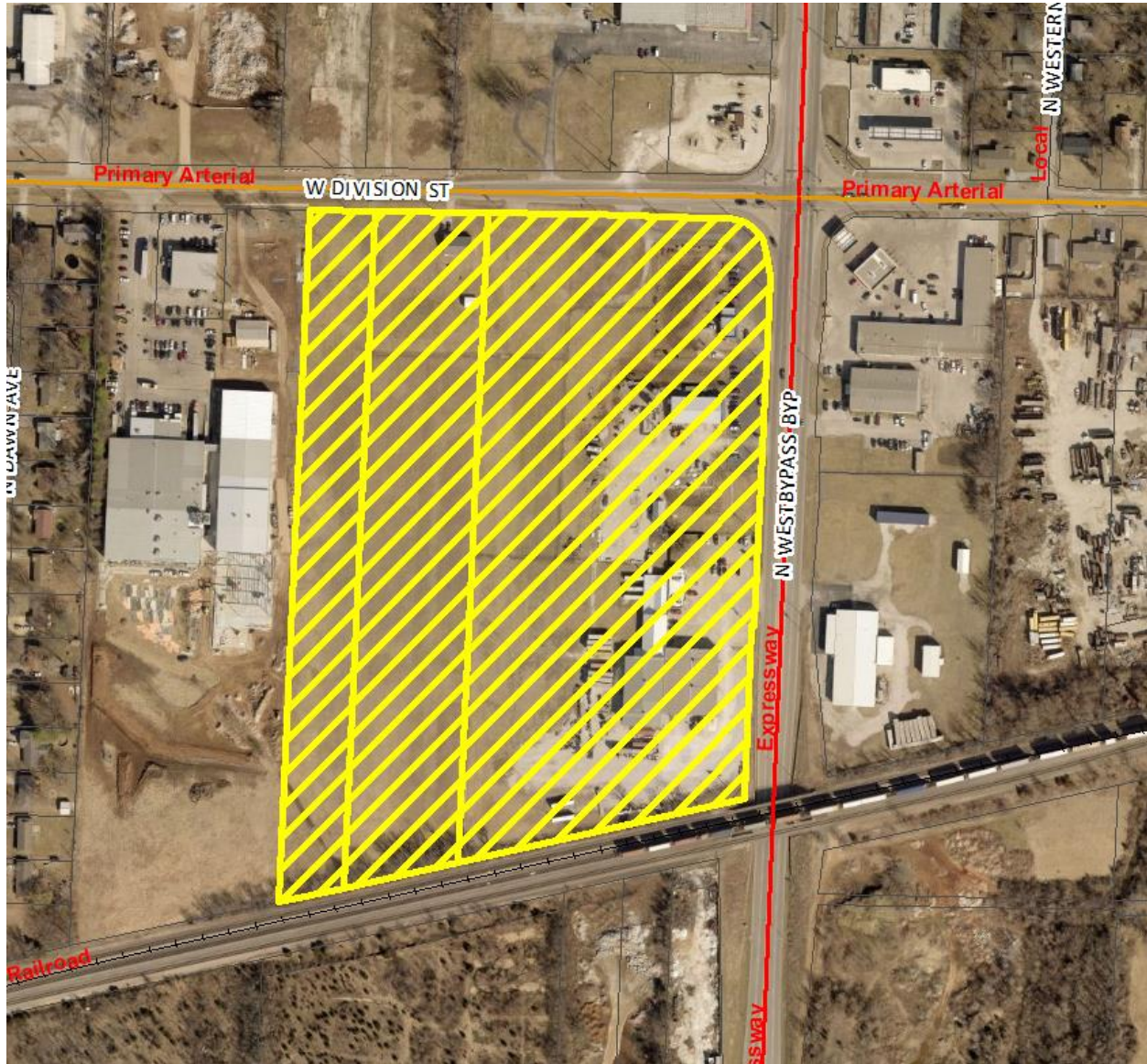
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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	HC, HM	GM	HC, HM	GM
LAND USE	Car repair, undeveloped land	Industrial uses, undeveloped land	Gas station, commercial uses, warehouse	Manufacturing and assembly
PLACETYPES	Industry & Logistics	Industry & Logistics	Industry & Logistics	Industry & Logistics

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Each property has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No issues with rezoning. Access to Division and West Bypass subject to approval by MoDOT as development occurs.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Division Street	Primary Arterial	MoDOT	50	40	7,056	No	Yes	No
Street 2	N. West Bypass	Expressway	MoDOT	65	50	21,745	No	No	No
			Daily	AM	PM				
Trips Generated (Existing Zoning)			1,633	259	259				
Trips Generated (Proposed Zoning)			1,011	181	207				
Additional Trips Generated			-622	-78	-52				

ACCESS - There are currently four driveway access points onto the property from W. Division Street and three driveway access points onto the property from N. West Bypass Avenue. All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one bus stop along W. Division Street near the property.

DEVELOPMENT REVIEW STAFF REPORT

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

3616-3538 W Division to 1353-1421 N West By-Pass combined sites are 25 acres that is approximately 20% existing impervious area. The combined sites drain from NE to the SW and into the drainage channel along the railroad at the southern property lines. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Upper Willsons 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 or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no concerns for the proposed rezoning to HM. The submitted application does not have a site plan. 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 AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

a. Detention is required for future developments on the combined sites and no fee in lieu of detention applications will be approved. The downstream Stormwater infrastructure will not support increase in peak flowrates.

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 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.

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.

DEVELOPMENT REVIEW STAFF REPORT

- a. Water Quality SCMs is required for future developments on the combined sites.
2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 25.92 acres of property generally located at 1353, 1409, 1421 North West Bypass & 3538, 3550, 3616 West Division Street from HC, Highway Commercial and GM, General Manufacturing to HM, Heavy Manufacturing.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. This 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. The HM district is consistent with the other properties in this area. The range of uses in the proposed HM district are compatible with the uses permitted on other properties to the north and east.

DEVELOPMENT REVIEW STAFF REPORT

4. The proposed COD prohibits several permitted intense uses and conditional uses to mitigate potential adverse effects from these uses. Also, all uses are required to have 15 percent of open space.
5. The COD requirements that metal shall not be used more than fifty percent (50%) of the exterior wall façades of buildings with frontage along Division Street and West Bypass Expressway. The perimeter landscaping will be enhanced to provide one canopy tree, three understory, ornamental, or evergreen tree and six shrubs per 100 linear feet of street frontage. These requirements are consistent with the goals stated in *SGF Forward* on page 91, 2.4 “Enhance the character of industrial districts.”
6. The subject property is located along West Bypass and Division Street, classified as an Expressway and Primary Arterial, respectively.
7. 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 may be necessary to accommodate this development.
8. 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.
9. 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. Traffic Engineering’s comments reflect that a decrease in traffic trips is expected with the HM zoning from the existing zoning.
10. 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.
11. 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 Industry & Logistics Placetype and on the finding of facts 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.

DEVELOPMENT REVIEW STAFF REPORT

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. 230**

The requirements of Section 36-433, Heavy Manufacturing district of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses shall be prohibited:
 - a. Junk yards and automobile wrecking yards
 - b. Scrap and salvage yards
 - c. Wood preserving operations using formulations of Chrome-Copper-Arsenate (CCA), pentachlorophenol (PENTA), creosote, and related chemicals.
2. The following conditional uses shall be prohibited:
 - a. Collection and transfer facilities for hazardous wastes, solid wastes that contain hazardous substances from off-site sources and radioactive substances.
 - b. Permanent storage or disposal of hazardous substances
 - c. Processing, reprocessing and storage of PCB containing oils.
 - d. Quarries and mining operations
3. Design requirements:
 - a. No buildings shall have more than fifty percent (50%) metal on any exterior wall façade facing Division Street or West Bypass Expressway. This requirement does not apply to existing buildings at the time of ordinance passage.
4. Perimeter landscaping:
 - a. The plantings within the perimeter landscape area shall consist of at least one canopy tree; three understory, ornamental, or evergreen trees; and six shrubs per 100 linear feet of street frontage.
5. Open space requirements:
 - a. For all uses:
 - i. Minimum open space: Not less than 15 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). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
 - ii. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15).

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GM/HC and Residential to Heavy Manufacturing
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 15, 2023 from 4 p.m. to 6 p.m.
3. Meeting Location: 1352 NW Bypass but Moved to 1423 N.W. Bypass
4. Number of invitations that were sent: 74
5. How the mailing list was generated: Through City Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

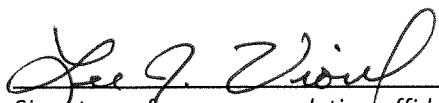
The neighbors raised issues as to property values, noise and sound issues, presence of hazardous materials, traffic and danger to playing children because of traffic.

Owners responded that noise is generated from existing manufacturing of Select Brands which abuts the residential neighborhood. Activity of Owner/Developer will not increase noise or traffic. Surrounding areas already zoned for manufacturing and heavy manufacturing across the street. Developer will not impact traffic on Division Street. No plans by Owner/Developer to allow for the lease by a tenant that has hazardous materials and any lease would contain contractual provisions barring such materials.

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

Now written comments have been received.

I, Lee J. Viorel (print name), attest that the neighborhood meeting was held on 5/15/2023 (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

Lee J. Viorel
Printed name of person completing affidavit

RE: ZONING – Z-14-2023

[illegible]

Sparlin, Michael

From: John Weidner <jweidner@select-brands.net>
Sent: Wednesday, June 7, 2023 12:52 PM
To: Sparlin, Michael
Cc: Matt Scott; Christina Worth; Jerry Taylor | Director of Quality & Food Safety; John Weidner
Subject: Z-14-2023 w / COD 230

Importance: High

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

Michael,

My family owns two properties next to the proposed rezoning site. Select brands, LLC and Select Properties, LLC prepare food items. This requires a consistent supply of quality water as an ingredient, for cleaning and creating Steam for cooking. I **do not** have any Protest Issues but am seeking clarification on a potential water pressure issue. We have added 4 building additions since 2015 and we are in the final stages of design to add another 20,000 sq foot addition to this food processing plant.

We have moved from 34 employees to over 120 workers in that same time frame. My concerns reside around water pressure on the west side of Springfield. From time to time, we see our water pressure dropping lower. We know that when there is a house fire on the west side, our Sprinkler alarms pressure sensor goes off. Last fall, thru George Hays fire company and the Fire Marshal, they reduced the pressure setting to a lower point so it did not go off when an event occurred. I suppose only a few people even know that this is an issue.

Our insurance carrier also voiced concern that lower sprinkler water pressure setting is not the best solution.

As you can see, the west side is taking on more growth and new Buildings are going up. All of them need quality water pressure, making our issue even bigger. We want to express this now since we are expanding again. I am sure the City of Springfield has a plan to support the current water users in our area of town and make sure that the City does not put anyone at risk. Thank you for supporting our growth. j

John Weidner

President

Select Brands, LLC

3638 West Division St

Springfield, Mo, 65803

417 863 0404

EXPLANATION TO COUNCIL BILL 2023-173 (HORTON)

FILED: 06/23/2023

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 1.1 acres of property generally located at 3518, 3526, and 3532 West Waddill Street from GM, General Manufacturing District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Wilson Trust; 3518, 3526, & 3532 West Waddill Street; Z-2-2023).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 3518, 3526, and 3532 West Waddill Street from GM, General Manufacturing to HC, Highway Commercial. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-2-2023 COD No. 224

The applicant is requesting to rezone approximately 1.1 acres of property generally located at 3518, 3526 & 3532 West Waddill Street from GM, General Manufacturing to HC, Highway Commercial. The applicant intends to sell the property for future commercial development opportunities.

REMARKS: The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 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 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.

2. The subject property is located along Waddill Street, which is classified as a local street. West Bypass is classified as an Expressway. The subject property is within a quarter mile of a major intersection of West Bypass and Chestnut Expressway.
3. 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 may be necessary to accommodate this.
4. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity. The properties to the east and south are zoned HC. Further, this application could allow further expansion and redevelopment of the commercially zoned property within this area. The subject property is within proximity of the Chestnut and West Bypass intersection.
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.
6. The impact of the proposed 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.
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: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor Placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. Z-2-2023_ord
2. Legal Description_exh A
3. ROP_exh B
4. staff report_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 07-03-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-173

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 1.1 acres of property generally located at 3518, 3526, and 3532
4 West Waddill Street from GM, General Manufacturing District, to
5 HC, Highway Commercial District; and adopting an updated Official
6 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 3518, 3526, and 3532 West Waddill Street from GM, General
12 Manufacturing District, to HC, Highway Commercial District; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on June 8, 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 GM, General
31 Manufacturing District, to HC, Highway Commercial District. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed, and modified consistent with this Ordinance.

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

42
43 Section 4 – This Ordinance shall be in full force and effect from and after
44 passage.

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Jill Burris, Assistant City Attorney

57
58
59 Approved for Council action: Jason A. Hays City Manager

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-2-2023

PROPERTY DESCRIPTION FOR 3518, 3526 & 3532 W. WADDELL STREET.
COMMENCING AT THE NORTHEAST CORNER OF LOT 17 IN CARPENTER
HEIGHTS ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY,
MISSOURI.

THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF WADDILL STREET
AND THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 150 FEET FOR A POINT
OF BEGINNING; THENCE CONTINUING WEST ALONG THE NORTH LINE OF LOT
17 AND THE NORTH LINE OF LOT 16, A DISTANCE OF 165 FEET; THENCE SOUTH
PARALLEL WITH THE WEST LINE OF SAID LOT 17, A DISTANCE OF 150 FEET;
THENCE WEST, AND PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 3
FEET; THENCE SOUTH, AND PARALLEL WITH THE AFOREMENTIONED WEST
LINE, A DISTANCE OF 227 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT
16; THENCE EAST, A DISTANCE OF 100 FEET TO THE SOUTHEAST CORNER OF
SAID LOT 16; THENCE NORTH, ALONG THE EAST LINE OF LOT 16, A DISTANCE
OF 227 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINES OF LOTS
16 AND 17, A DISTANCE OF 68 FEET; THENCE NORTH, PARALLEL WITH THE
WEST LINE OF LOT 17, A DISTANCE OF 150 FEET TO THE POINT OF
BEGINNING. ALL LYING IN SPRINGFIELD, GREENE COUNTY, MISSOURI AND
CONTAINING 1.09 ACRES, MORE OR LESS.

EXHIBIT B

RECORD OF PROCEEDING
ZONING CASE Z-2-2023

Z-2-2023
3518, 3526 & 3532 West Waddill Street
Applicant: Wilson Trust

Mr. Sparlin stated that this is a request to rezone approximately 1.1 acres of property from GM, General Manufacturing to HC, Highway Commercial.

Mr. Jobe opened the public hearing.

Mr. Nick Fruend, 3518 W. Waddill, authorized representative and wanting the zoning change so each parcel has the same zoning classification.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Z-2-2023 (3518, 3526 & 3532 West Waddill Street). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

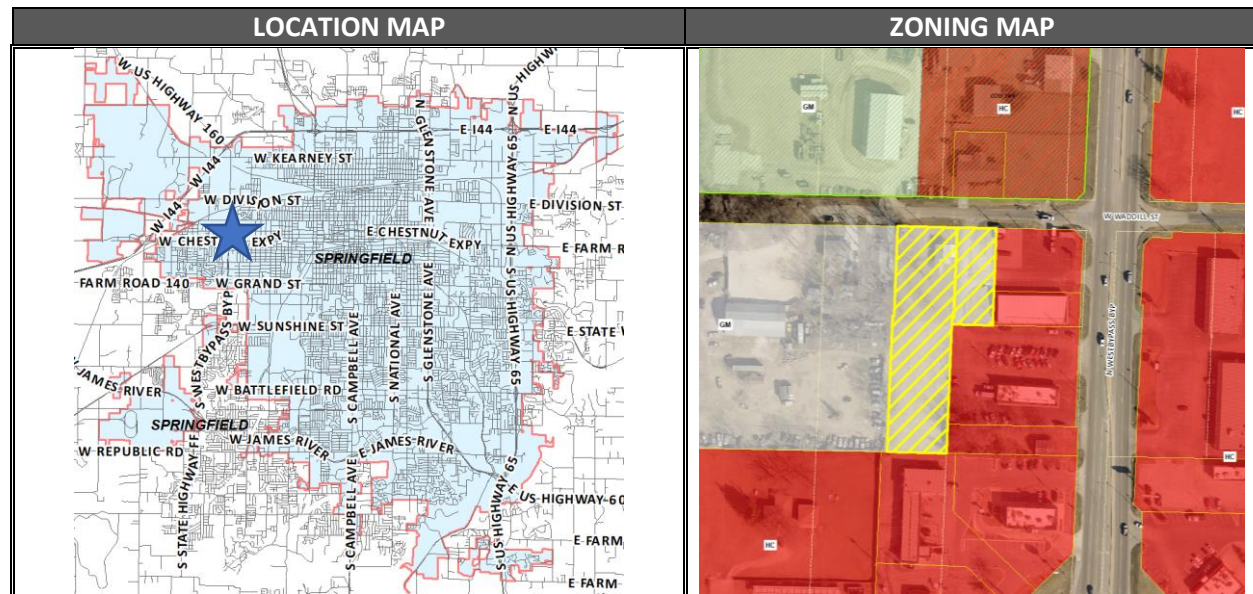
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-2-2023
Location:	3518, 3526 & 3532 West Waddill Street
Total Acres:	1.1 acres
Applicant:	Wilson Trust
Existing Land Use:	Single-family home, undeveloped land
Neighborhood Meeting:	January 19, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 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 rezoning case Z-2-2023 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

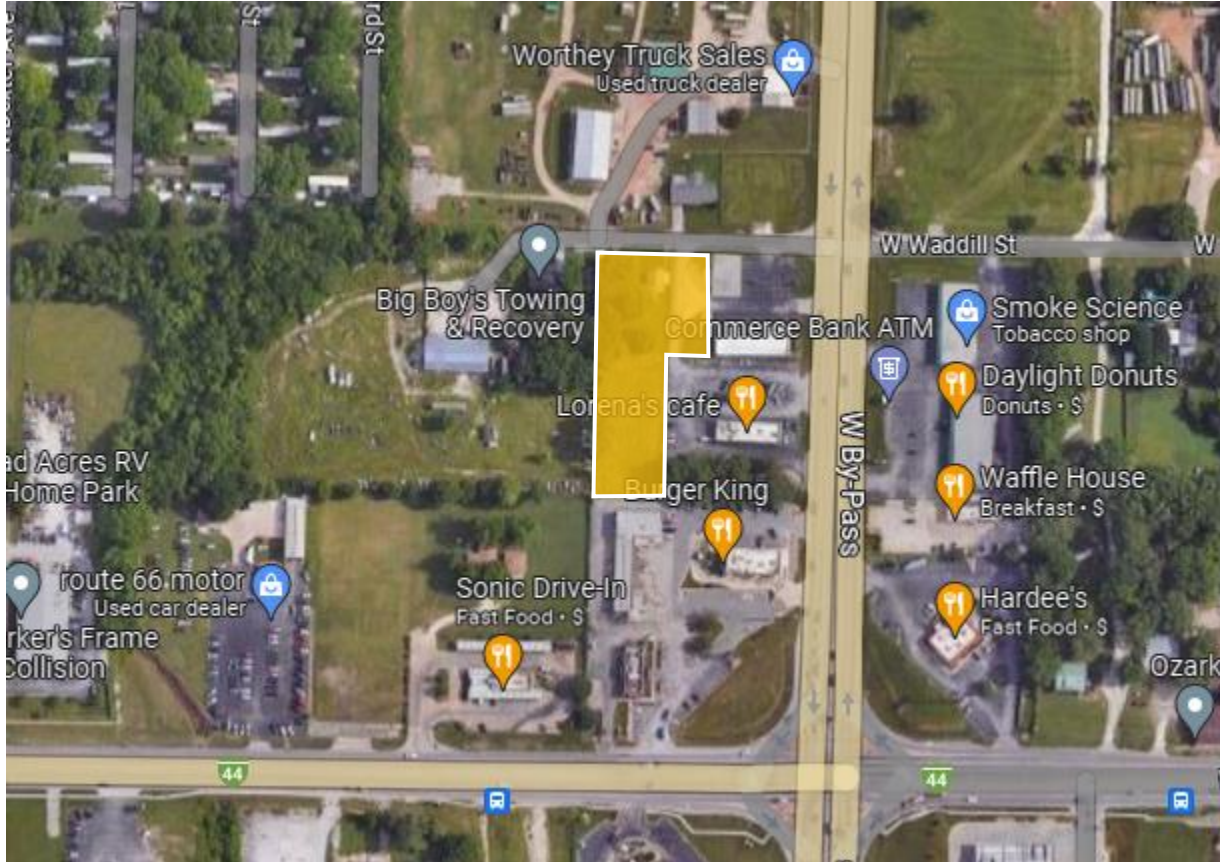
PROJECT SUMMARY:

Request to rezone approximately 1.1 acres of property generally located at 3518, 3526 & 3532 West Waddill Street from GM, General Manufacturing to HC, Highway Commercial.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property has been zoned GM since the city-wide remapping in 1995.

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 HC
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.

DEVELOPMENT REVIEW STAFF REPORT

	(f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.
Minimum Open Space	Not less than 20 percent
Buffering and Landscaping	A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

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.

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
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	◇	◇	◇	○							
Downtown			●	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor			○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			○	○	○	○	○	○	○	○	○	○	○	○

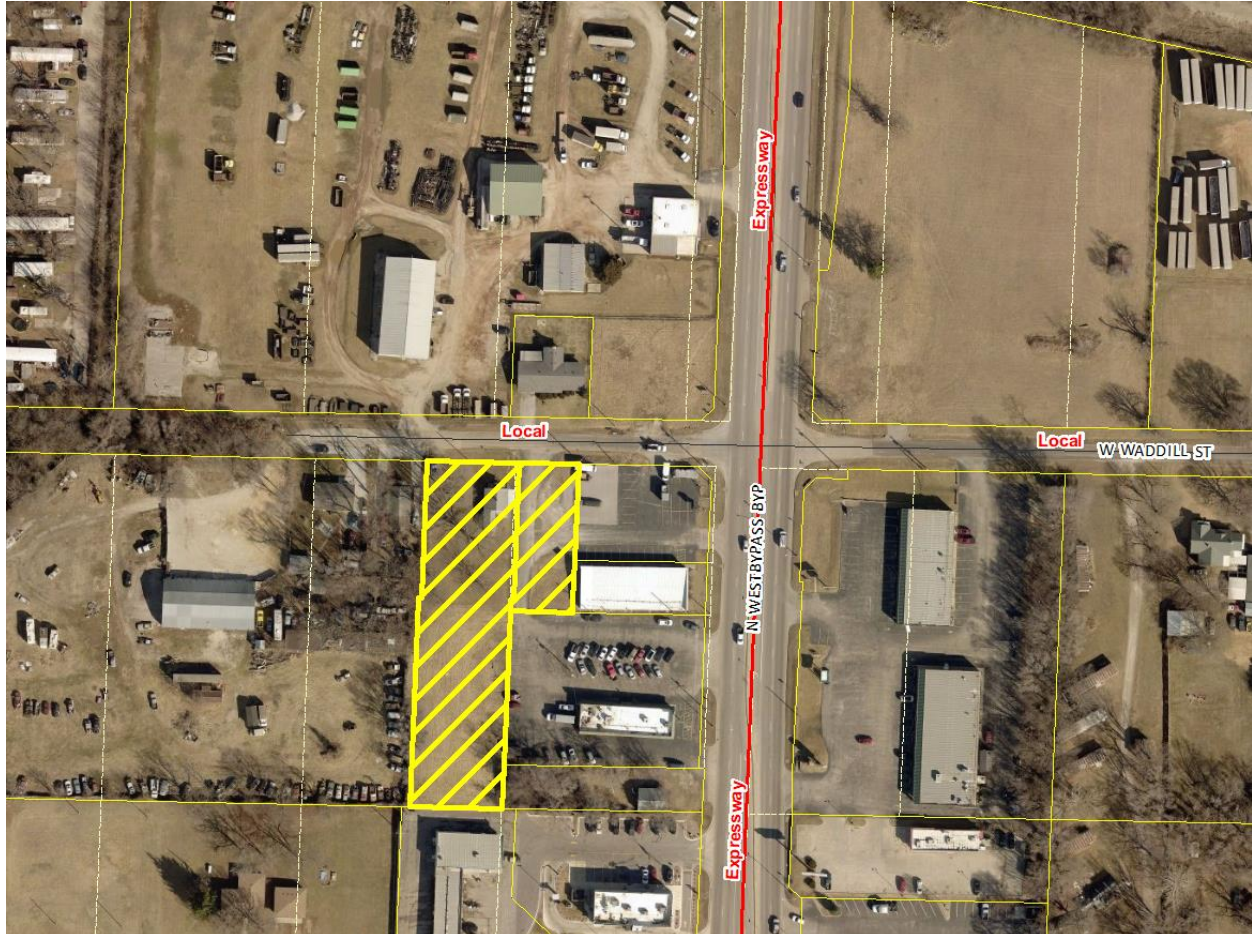
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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	HC COD 149, GM	HC	HC	GM
LAND USE	Truck sales and storage yard	Commercial car wash	Commercial, retail uses and restaurant	Commercial warehouse and storage yard
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with rezoning. Each parcel has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Waddill Street	Local	City	30	25	NA	Yes	Yes	No
			Daily	AM	PM				
Trips Generated (Existing Zoning)			63	10	10				
Trips Generated (Proposed Zoning)			720	16	67				
Additional Trips Generated			657	6	57				

ACCESS - There are currently two driveway access points onto the property from W. Waddill Street. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along W. Waddill Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

DEVELOPMENT REVIEW STAFF REPORT

3518-3532 W Waddill St is a 1.1-acre lot that is primarily open space area. The Site drains from East to West and onto the west adjacent lot. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Upper 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 or other Karst feature at this location. The property **does not have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

PW Stormwater has no concerns for the proposed rezoning from GM to HC. 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 AND DISCHARGE REQUIREMENTS

1. Detention is required for any future development on site. The site drains onto adjacent property and ultimately to the Upper Wilsons Creek stream further west. Any discharge needs to reach sheet flow before entering an adjacent property or discharge to public right-of-way.

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.
2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

1. No Stream or Stream Buffer is on site.

DEVELOPMENT REVIEW STAFF REPORT

2. A Category A-Large Stream is present on the west adjacent lot.

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.
 - a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1.1 acres of property generally located at 3518, 3526 & 3532 West Waddill Street from GM, General Manufacturing to HC, Highway Commercial and establishing Conditional Overlay District No. 224. The applicant intends to sell the property for future commercial development opportunities.
2. 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.
3. The subject property is located along Waddill Street, which is classified as a local street. West Bypass is classified as an Expressway. The subject property is within a quarter mile of a major intersection of West Bypass and Chestnut Expressway.

DEVELOPMENT REVIEW STAFF REPORT

4. 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 may be necessary to accommodate this.
5. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity. The properties to the east and south are zoned HC. Further, this application could allow further expansion and redevelopment of the commercially zoned property within this area. The subject property is within proximity of the Chestnut and West Bypass intersection.
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.
7. The impact of the proposed 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.
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 based on the proposal's general conformance to the Comprehensive Plan's City Corridor and on the finding of facts 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, or
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: GM to HC
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Thursday, January 19, 2023 from 4:00 pm -6:30 pm
3. Meeting Location: 535 N West Bypass, Suite A Springfield, MO 65802
4. Number of invitations that were sent: 47
5. How the mailing list was generated: City of Springfield 500' and 185' lists
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:

None

I, _____ (print name), attest that the neighborhood meeting was held on _____ (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

Printed name of person completing affidavit



EXPLANATION TO COUNCIL BILL 2023-174 (HORTON)

FILED: 06/23/2023

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 1.1 acres of property generally located at 2035 West Kearney Street from HC, Highway Commercial District, to IC, Industrial Commercial District, with Conditional Overlay District No. 231; establishing Conditional Overlay District No. 231; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Craig and Lori Slater; 2035 W. Kearney Street; Z-15-2023 w/COD #231).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.1 acres of property generally located at 2035 W. Kearney Street from HC, Highway Commercial district to IC, Industrial Commercial district and establishing Conditional Overlay District No. 231. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-15-2023/CONDITIONAL OVERLAY DISTRICT NO. 231

The applicants, Craig, and Lori Slater have requested to rezone approximately 1.1 acres of property generally located at 2035 W. Kearney Street from HC, Highway commercial district to IC, Industrial commercial district and establishing Conditional Overlay District No. 231.

The applicant is proposing a Conditional Overlay District that will prohibit uses that will align the IC District closely with the HC District. The COD will restrict any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods, or products to indoor operations only. It will also prohibit the following uses in the HC District: marijuana testing facilities, motor freight terminals and warehousing, storage, and distribution centers.

Public Works Stormwater has recommended that a provision for protection of the stream buffer be added to the COD. It states that any future land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases shall require the developer to record a Stream Buffer Easement in accordance with the City of Springfield's Flood Control and Water Quality Protection Manual.

FINDINGS FOR STAFF RECOMMENDATION:

1. The City's Comprehensive Plan, Forward SGF, placed this property within the Center 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.
2. The subject property, located about quarter mile west of the intersection of Kansas Expressway and Kearney Street, fronts directly on W. Kearney Street, a Primary Arterial roadway. The businesses that are immediately adjacent to the east is an automotive service garage that specializes in batteries and to the west is a dental office. There are other uses along the Kearney Street corridor and located in the HC District that have similar uses that would be considered nonconforming. There is R-SF zoning to the north; however, there is a natural buffer of trees and over 100 feet between the subject property and any single-family residences. All the existing residences are aligned along Albertha Avenue to the northeast of the subject property.
3. Based on the IC, Industrial Commercial District, and the conditional overlay district's compatibility with the City Corridor Placetype, the presence of other similar nonresidential uses in the area, the subject property's proximity to nonresidential zoning districts and land uses, and the site's direct frontage on a higher classification roadway, the proposed rezoning is in general alignment with the vision and objectives of the City's Comprehensive Plan.
4. The IC, Industrial Commercial District is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. This district is designed primarily to accommodate land that both meets the above intent and was zoned for industrial uses prior to the enactment of said ordinance. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted.
5. Adequate utility, sewer, and water facilities are available to the property currently. Neither City Utilities nor Environmental Services – Wastewater Management noted any concerns with the proposed rezoning to IC.
6. The proposed rezoning has been reviewed by Public Works – Traffic, who did not note any concerns with the anticipated levels of traffic which could be

generated because of an approved rezoning at this location. No Traffic Impact Study was required for this rezoning.

7. Public Works Stormwater has recommended that a provision for protection of the stream buffer be added to the COD. It states that any future land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases shall require the developer to record a Stream Buffer Easement in accordance with the City of Springfield's Flood Control and Water Quality Protection Manual.
8. As far as staff is aware, there are no changed or changing conditions around the proposed rezoning which make the request necessary if the business is to operate as the applicant desires. The applicant has acquired the subject property with the intent to run a cabinet and countertop business.
9. This rezoning has not been requested to correct an error in the application of the Zoning Ordinance.
10. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, HC, would allow for the permitted uses noted in Section 36-422 of the Land Development Code.

REMARKS: The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 to 0.

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

STAFF RECOMMENDATION: Based on the proposal's compliance with the Comprehensive Plan's City Corridor Placetype, staff recommends approval of the proposed rezoning at this location.

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. Z-15-2023 COD 231_ord
2. Legal Description_exhA
3. ROP_exhB
4. Staff Report_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 07-03-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-174

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 1.1 acres of property generally located at 2035 West Kearney
4 Street from HC, Highway Commercial District, to IC, Industrial
5 Commercial District, with Conditional Overlay District No. 231;
6 establishing Conditional Overlay District No. 231; and adopting an
7 updated Official Zoning Map. (Staff and the 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 at 2035 West Kearney Street from HC, Highway Commercial District,
13 to IC, Industrial Commercial District, with Conditional Overlay District No. 231; and
14

15 WHEREAS, Conditional Overlay District No. 231 shall modify the requirements of
16 the Springfield Land Development Code Section 36-434, IC, Industrial Commercial
17 District, by requiring that the property described in "Exhibit A" comply with the
18 requirements described in "Exhibit C – Attachment 1"; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on June 8, 2023, a copy of the Record of Proceedings from said public
22 hearing being attached hereto as "Exhibit B," and incorporated herein in its entirety by
23 this reference, and said Commission made its recommendation; and
24

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

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

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

34 Section 1 – The property described in "Exhibit A," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from HC, Highway Commercial
36 District, to IC, Industrial Commercial District, with Conditional Overlay District No. 231.
37 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
38 interpretation,' is hereby amended, changed, and modified consistent with this
39 Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 231,
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 231 shall modify the requirements
45 of the Springfield Land Development Code Section 36-434, IC, Industrial Commercial
46 District, by requiring the property described in "Exhibit A" comply with the requirements
47 contained in "Exhibit C – Attachment 1."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70 Approved as to form: Jill Bennis, Assistant City Attorney

71
72
73 Approved for Council action: Jason A. Hays, City Manager
74

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-15-2023 COD #231

ALL OF LOT 7, MCKOINS SUBDIVISION, EXCEPT THE EAST 250.00 FEET, AND
EXCEPT THAT PART USED FOR ROAD PURPOSES IN THE CITY OF
SPRINGFIELD, GREENE COUNTY, MISSOURI; SUBJECT TO ANY EASEMENTS
OR RIGHT OF WAYS OF RECORD.

Exhibit B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 8, 2023

Z-15-2023 w/COD 231
2035 West Kearney Street
Applicant: Craig and Lori Slater

Mr. Neal stated that this is a request to rezone approximately 1.1 acres of property from HC, Highway Commercial District to IC, Industrial Commercial District and establishing Conditional Overlay District No. 231.

Mr. Knuckles asked about limited storage of materials outside the building.

Mr. Neal stated that it would be a limited amount, but majority would be indoors.

Mr. Scott asked about outdoor storage and gave an example where there are several skids of granite onsite and outdoors and asked this company will be able to store all their product indoors.

Mr. Neal stated that the applicant is available to answer those questions.

Mr. Jobe opened the public hearing.

Ms. Lori Slater, 2035 W. Kearney Street stated that they are not the granite store that was mentioned earlier and will not use the premises to store/stack the product and will only order products and cut on demand.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** of Z-15-2023 w/COD 231 (2035 West Kearney Street) as listed in the staff report. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



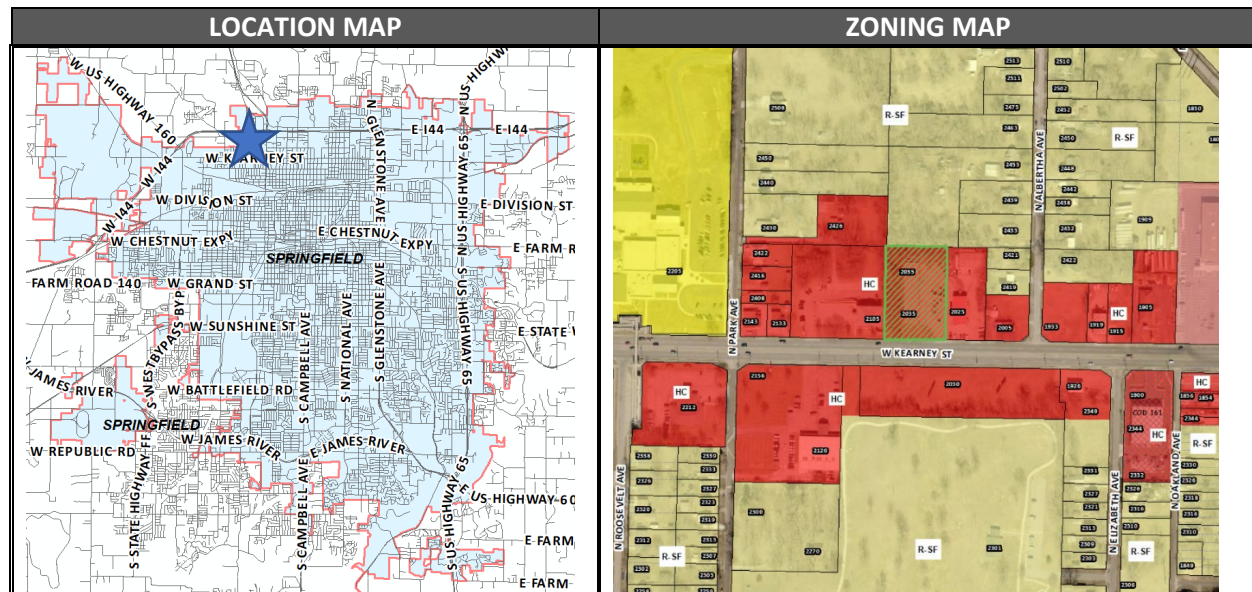
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-15-2023 w/ COD #231
Location:	2035 W. Kearney Street
Total Acres:	1.1 acres
Applicant:	Craig and Lori Slater
Existing Land Use:	Limited cabinet business with conditions on business license
Neighborhood Meeting:	May 18, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner – (417) 864-1036
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-15-2023 with COD 231 as set forth in Attachment 1 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

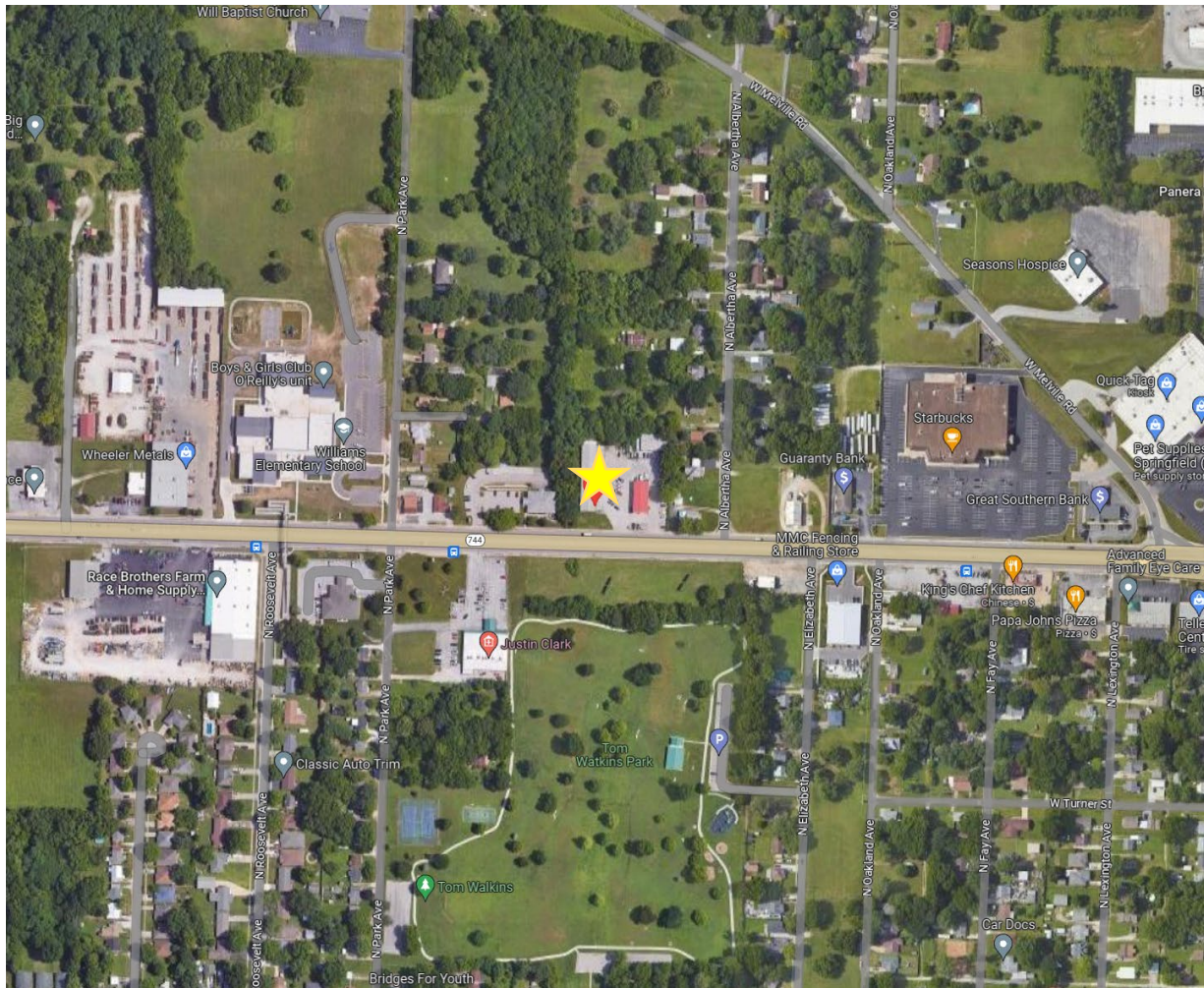
PROJECT SUMMARY:

Request to rezone approximately 1.1 acres of property generally located at 2035 W. Kearney Street from HC, Highway Commercial district to IC, Industrial Commercial district and establishing Conditional Overlay District No. 231. The applicants, Craig and Lori Slater, have requested the proposed rezoning with the intent to operate a cabinet and countertop business.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

This property was zoned HC, Highway Commercial district as part of the citywide remapping which occurred in 1995, approved via Ordinance No. 4494.

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 INDUSTRIAL COMMERCIAL DISTRICT
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor than creates a nuisance as determined by Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Lot Size Requirements	None.
Maximum Structure Height & Bulk Plane	(a) <i>Maximum structure height:</i> None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Yard Requirements	(b) <i>Yard requirements:</i> None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection (8), and, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed

DEVELOPMENT REVIEW STAFF REPORT

	below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).
Minimum Open Space	1. 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). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. 2. Not less than ten percent of the total lot area, with an approved conditional use permit in accordance with section 36-363, conditional use permits, 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, loading and other paved areas 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. (b) A landscape plan meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved. (c) All off-street parking lots 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, screening and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening and fencing. (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	<i>Bufferyard requirements.</i> Whenever any development in a GI district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The City's *Comprehensive Plan, Forward SGF*, placed this property within the Center 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

DEVELOPMENT REVIEW STAFF REPORT

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.

PRIMARY USES

Office, hospitality, retail sales and service
Multi-family
Sports complexes and recreation facilities
Maker, artisan and innovation spaces

SUPPORTING USES

Public and private schools and places of worship
Parks, greenways and open space
Urban agriculture
Universities, colleges and vocational schools
Personal and outdoor storage

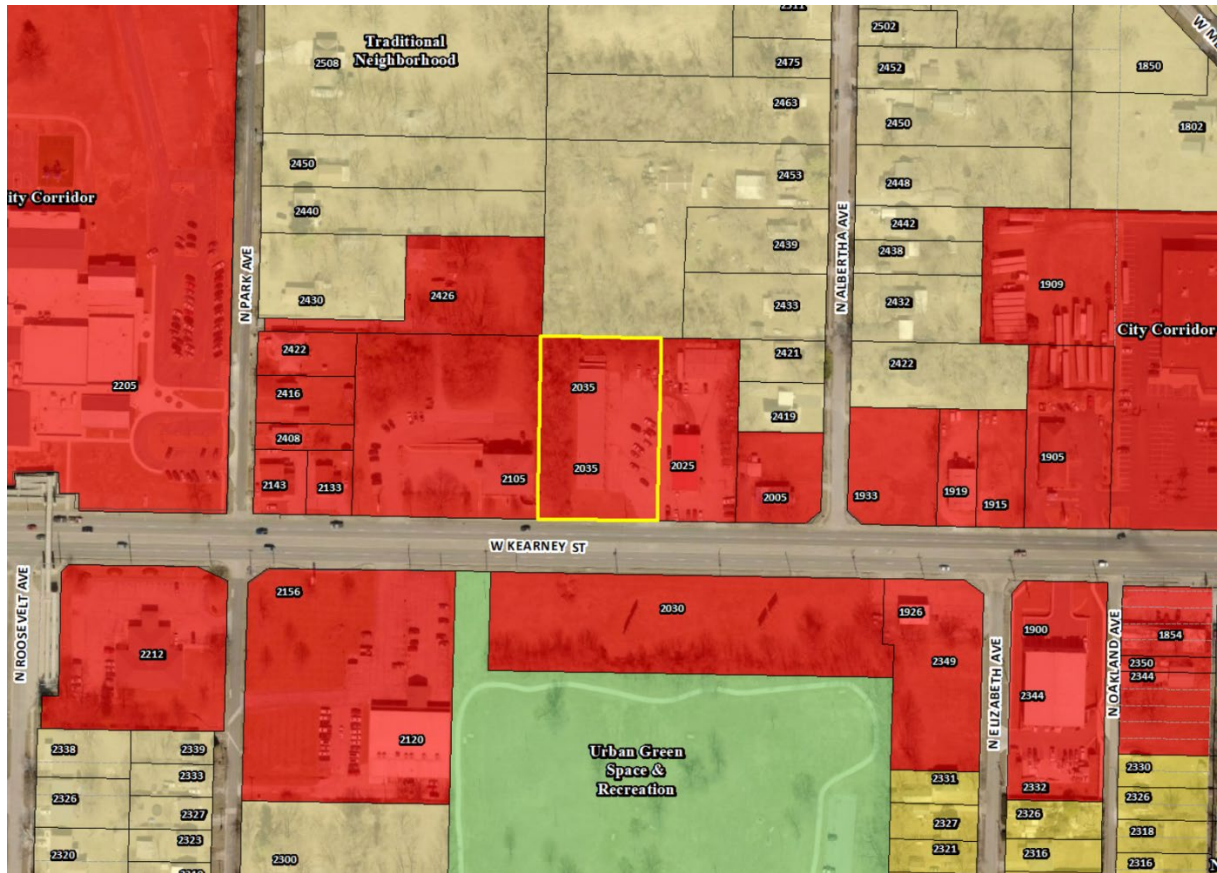
The City Corridor Placetype recommends commercial and higher density residential is sufficiently screened and buffered between low-density residential development.

The subject property, located about quarter mile west of the intersection of Kansas Expressway and Kearney Street, fronts directly on W. Kearney Street, a Primary Arterial roadway. The businesses that are immediately adjacent to the east is an automotive service garage that specializes in batteries and to the west is a dental office. There are other uses along the Kearney Street corridor and located in the HC District that have similar uses that would be considered nonconforming. There is R-SF zoning to the north; however, there is a natural buffer of trees and over 100 feet between the subject property and any single-family residences. All of the existing residences are aligned along Albertha Avenue to the northeast of the subject property.

Based on the IC, Industrial Commercial district with conditional overlay district's compatibility with the City Corridor Placetype, the presence of other similar nonresidential uses in the area, the subject property's proximity to nonresidential zoning districts and land uses, and the site's direct frontage on a higher classification roadway, the proposed rezoning is in general alignment with the vision and objectives of the City's *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	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & 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

The map displays a residential neighborhood with the following details:

- Streets:**
 - Vertical: N PARK AVE, N ALBERTHA AVE, N ELIZABETH AVE
 - Horizontal: W KEARNEY ST, W STATE ST
- Zoning Designations:**
 - R-SF (Residential Single-Family):** Indicated by yellow shading in the upper and lower central portions of the map.
 - HC (Heavy Commercial):** Indicated by red shading along the western side of the map.
 - R-MD (Residential Medium-Density):** Indicated by green shading in the eastern portion of the map.
- Property Lots:** Numerous lots are numbered, including 2508, 2475, 2452, 2450, 2448, 2442, 2438, 2432, 1909, 2422, 2421, 2419, 2035, 2025, 2005, 1933, 1919, 1915, 1905, 2156, 2120, 2030, 1926, 2349, 1900, 2344, 2332, 2326, 2321, 2339, 2333, 2327, 2323, 2310, 2105, 2143, 2133, 2422, 2416, 2408, 2450, 2440, 2430, 2463, 2453, 2439, 2433, 2426, 2425, 2424, 2423, 2422, 2421, 2419, 2035, 2025, 2005, 1933, 1919, 1915, 1905, 2156, 2120, 2030, 1926, 2349, 1900, 2344, 2332, 2326, 2321, 2339, 2333, 2327, 2323, 2310, 2105, 2143, 2133, 2422, 2416, 2408, 2450, 2440, 2430, 2463, 2453, 2439, 2433, 2426, 2425, 2424, 2423, 2422, 2421, 2419, 2035, 2025, 2005, 1933, 1919, 1915, 1905, 2156, 2120, 2030, 1926, 2349, 1900, 2344, 2332, 2326, 2321, 2339, 2333, 2327, 2323, 2310.

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	HC	HC	HC
LAND USE	Single-family dwellings	Billboards and undeveloped	Automotive Services	Dental office and other office uses
PLACETYPES	Traditional Neighborhood	City Corridor	City Corridor	City Corridor

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

DEVELOPMENT REVIEW STAFF REPORT

2. CITY UTILITIES:
No issues with the rezoning/COD.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No issues with rezoning. Tract is served by public sewer.
4. FIRE DEPARTMENT:
No comments.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:
2035 W Kearney is a 1.1-acre lot that is approximately 80% existing impervious area. the Site drains from East to West and into the existing natural channel. The Lot along with the adjacent, 2105 W Kearney St lot were heavily filled in to make room for development between 1960 and 1975. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Spring Branch** 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 or other Karst feature at this location. The property **does have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

PW Stormwater has no concerns for the proposed rezoning from HC to IC. The submitted application does not have a site plan, but no mention of future development is made. 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 AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.
 - a. A fee in lieu of detention would not be approved and detention is required for this site with the adjacent property bottom elevation is 8 feet below the top of bank.
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.

DEVELOPMENT REVIEW STAFF REPORT

DEVELOPMENT REVIEW STAFF REPORT

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. The redevelopment on this site is below the 1-acre redevelopment threshold.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

1. A Category C Large Tributary is present on the Lot along the western side. Rezoning triggers the requirement for recording the 100 feet wide stream buffer easement. 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.

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>

b. The required stream buffer easement recording is approved to be delayed until time of development with the rezoning of the site a request for from the City and no new development planned with the rezoning. The existing building and impervious areas in the Stream Buffer can remain but will not be allowed to redevelop if demolished in the future.

c. The COD is required to state the following:

"Stormwater Requirements

Any future land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases shall require the developer to record a Stream Buffer Easement in accordance with the City of Springfield's Flood Control and Water Quality Protection Manual."

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

DEVELOPMENT REVIEW STAFF REPORT

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

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

City's Transportation Plan classifies W. Kearney Street as a Primary Arterial roadway. The standard right-of-way width from the centerline of W. Kearney Street is 50 feet. It appears that additional right-of-way is needed along W. Kearney Street. A survey is recommended to determine the exact of existing right-of-way. W. Kearney Street is a city-maintained street.

Traffic Counts & On-Street Parking:

There are no recent traffic counts for W. Kearney Street. On-street parking is not allowed along W. Kearney Street.

Driveway Access:

There is currently one shared driveway access point onto the property from W. Kearney Street. All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

Sidewalk:

There is existing sidewalk along the property frontage of W. Kearney Street.

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails near the property. There is one bus stop along W. Kearney Street near the property.

Improvements:

No improvements are required for this development. A traffic study is not required for this development.

Traffic – Table 1: Rezoning Details

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Kearney Street	Primary Arterial	MoDOT	50	45	NA	No	Yes	Yes
			Daily	AM	PM				

DEVELOPMENT REVIEW STAFF REPORT

Trips Generated (Existing Zoning)	792	18	74
Trips Generated (Proposed Zoning)	924	20	86
Additional Trips Generated	132	2	12

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicants, Craig and Lori Slater, have requested to rezone approximately 1.1 acres of property generally located at 2035 W. Kearney Street from HC, Highway commercial district to IC, Industrial commercial district and establishing Conditional Overlay District No. 231.
2. The applicants applied for a business license for a cabinet and countertop business at 2035 W. Kearney Street in March of 2023. They were notified by staff as part of that review that only certain aspects of the business could operate at this location. It was communicated that if they operated as a retail establishment or office/showroom with 50% or less of the space being used as assembly and storage, then they would qualify as one of those uses. However, it was determined that cutting or sawing of countertop materials would categorize the business as a processing component of cabinets and countertops.
3. The Highway Commercial district, as established in [Section 36-422](#) of the Zoning Ordinance, does not list the fabricating or processing of products as a permitted use, as is the case in the City's industrial districts. The sale of cabinets is permitted as a part of the retail sales use group (Section 36-422(2)(oo) for the HC district). The retail sales use group allows "restricted production and repair of goods sold on site" as an accessory use ([Section 36-310\(6\)\(a\)2](#)). The original proposal indicated only 25% of the building would be used for office and showroom space, with the rest dedicated to product storage, assembly, and fabrication/processing. The processing component included the cutting of stone and granite countertops. Retail sales is not the primary use in this instance because of the amount of floor area dedicated to the other uses. Additionally, the cutting of countertops does not fit into any of the permitted uses established for the HC district. The closest use to this in the Zoning Ordinance is the "any manufacturing, production, processing..." use found in the industrial districts ([Section 36-434\(2\)\(c\)](#) for the Industrial Commercial district).
4. The applicant is proposing a Conditional Overlay District that will prohibit uses to align the IC closely with the HC District. The COD will restrict any manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products to indoor operations only. It will also prohibit the following uses that are not permitted in the HC District: marijuana testing facilities, motor freight terminals and warehousing, storage, and distribution centers.
5. Based on staff's analysis, the proposal is in general alignment with the vision and objectives of the *Comprehensive Plan*. *Forward SGF* included this property within the City Corridor Placetype. While the cabinet and countertop business are not exactly a maker, artisan or innovation space, there are many of the same activities while the COD limits these uses to indoor only.

DEVELOPMENT REVIEW STAFF REPORT

6. The countertops and cabinet use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products. However, artisan manufacturing is defined as a small-scale business that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers.
7. The IC, Industrial Commercial district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans. This district is designed primarily to accommodate land that both meets the above intent and was zoned for industrial uses prior to the enactment of said ordinance. All industrial operations are permitted provided they are conducted inside a building, although related outdoor storage is permitted.
8. Adequate utility, sewer, and water facilities are available to the property at this time. Neither City Utilities nor Environmental Services – Wastewater Management noted any concerns with the proposed rezoning to IC.
9. The proposed rezoning has been reviewed by Public Works – Traffic, who did not note any concerns with the anticipated levels of traffic which could be generated as a result of an approved rezoning at this location. No Traffic Impact Study was required for this rezoning.
10. Public Works Stormwater has recommended that a provision for protection of the stream buffer be added to the COD. It states that any future land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases shall require the developer to record a Stream Buffer Easement in accordance with the City of Springfield's Flood Control and Water Quality Protection Manual.
11. As far as staff is aware, there are no changed or changing conditions around the proposed rezoning which make the request necessary if the business is to operate as the applicant desires. The applicant has acquired the subject property with the intent to run a cabinet and countertop business.
12. This rezoning has not been requested to correct an error in the application of the Zoning Ordinance.
13. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, HC, would allow for the permitted uses noted in Section 36-422 of the Land Development Code.

STAFF RECOMMENDATION:

1. Based on the proposal's compliance with the *Comprehensive Plan's* City Corridor Placetype, staff recommends approval of the proposed rezoning at this location.

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, or
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. 231 PROVISIONS

The requirements of Section 36-434, Industrial Commercial district of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses shall be prohibited in this district:
 - a. Any outdoor manufacturing, production, processing, cleaning, servicing, testing or repair of materials, goods or products.
 - b. Marijuana testing facility.
 - c. Motor freight terminals.
 - d. Warehouses, storage and distribution centers. This prohibition does not include storage uses that are accessory to a permitted use.
2. Any future land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases shall require the developer to record a Stream Buffer Easement in accordance with the City of Springfield's Flood Control and Water Quality Protection Manual.

ATTACHMENT 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Highway Commercial Industrial Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 18, 2023 4:00pm - 6:30pm
3. Meeting Location: 2035 W. Kearney St.
4. Number of invitations that were sent: _____
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 4
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

see attached

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

see attached.

I, Lori Slater (print name), attest that the neighborhood meeting was held on 5/18/23 (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."

Lori Slater
Signature of person completing affidavit

Lori L. Slater
Printed name of person completing affidavit

Slater Cabinets and More

Neighborhood Meeting - Rezoning

5-18-23

4:00 pm - 6:30 pm

same person

PAUL DUFFY 417-988-8197 2430 N. PARK

2426 N. PARK 417-988-8197

Aurelian Constantinescu 417-619-6054

Lon's Southern Rental LLC

(2408 N. Park Ave) (Aurelian Constantinescu)
417-619-6054

Lon's Southern Rental K LLC

(2133 W. Kearney) (Aurelian Constantinescu)
417-619-6054

Steve Brown

417-319-9512

Bruce Beadles

417-425-7006

4 people total

Neighborhood Meeting Summary

The following verbal comments/concerns were expressed by those in attendance at the Neighborhood Meeting on 5/18/23.

- There were concerns about the noise level of cutting countertops.
 - Response: We explained that the type of tool used in our process is a handsaw with water, not large equipment. The two gentlemen with this concern seemed to feel that this was not going to be as loud as they had thought considering the other businesses in close proximity.
- There was concern that this rezoning would affect their property zoning and taxes. They didn't feel this was necessary that highway commercial zoning should accommodate our business, similar to other businesses in the area.
 - Response: We explained what we had done to try to win this very argument to no avail.
- One person was concerned that we would be cutting until late into the night like an automotive body shop that shares a parking lot with us. He says it is very loud and didn't want more late-night noise added to that.
 - Response: We assured him that we only work during business hours, typically 8:00am – 5:00pm. We definitely would not be operating in the middle of the night.

The following written comments/concerns were received by the city through comment cards.

- Two comment cards were received by the same person. This individual also attended the neighborhood meeting and expressed the same concerns as captured above, including concerns about noise and property value with rezoning.

DATE:	05/08/23	Telephone No.	417-619-6054
YOUR NAME:	AURELIAN CONSTANTINESCU OWNER OF LOU'S SOUTHERN RENTAL LLC		
YOUR ADDRESS:	2408 N Park Avenue - Rental address. 2422 N Park Ave. - LLC Address Springfield 65803		
PROJECT ADDRESS:	2035 W Kearney St. Springfield MO 65803		

COMMENTS:

I oppose to the change of the area zoning to "Industrial Commercial".
 My rental will be losing value because of louder noises of
 "CUTTING OF COUNTERTOP MATERIALS". This area should be a
 place to live not a "INDUSTRIAL" zone.
 Again; my property will lose value because of this change!

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
 Application for Zoning Map Amendment & Planned Developments
 *Fees are non-refundable

DATE:	05/06/23	Telephone No.	417-619-6054
YOUR NAME:	AURELIAN CONSTANTINESCU		
YOUR ADDRESS:	2422 N PARK AVE, SPRINGFIELD 65803		
PROJECT ADDRESS:	2035 W KEARNEY ST, SPRINGFIELD 65803		

COMMENTS:

I'm the owner of 2422 N Park Ave house.
 I do not agree to rezoning the 2035 W Kearney St,
 Springfield, MO to have a counter-top business!
 The area is already a pretty bad place because of the
 Kearney St. traffic and will become a louder place to live.
 Current zoning should stay in place because the
 cutting of counter-top material to customers specs will
 transform this neighborhood into a INDUSTRIAL
 area NOT a residential place to live!
 My property will lose value because of
 REZONING!

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
 Application for Zoning Map Amendment & Planned Developments
 *Fees are non-refundable



EXPLANATION TO COUNCIL BILL 2023-175 (MCGULL)

FILED: 06/23/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 475 for the purpose of permitting residential uses on the first-floor frontage within the GR – General retail district, generally located at 2000 North National Avenue. (Planning and Zoning Commission and staff recommend approval.) (By: 3 Best Friends, LLC; 2000 N. National Avenue; Conditional Use Permit No. 475).

PURPOSE: To permit residential uses on the first-floor frontage of a building as a Conditional Use Permit within a GR, General Retail District generally located at 2000 N. National Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 475

The applicant, 3 Best Friends, LLC, has requested a Conditional Use Permit for residential uses on the first floor within a GR, General Retail District generally located at 2000 N. National Avenue. The applicant wants to convert the existing commercial structure (old fire station) into a single-family residence.

CONDITIONS:

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 475 in a manner consistent with the attached site plan ("Exhibit D - Attachment 3").

FINDINGS FOR STAFF RECOMMENDATION:

This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").

Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 3").

Approval of this request will provide for development of the subject property as a residential use but still retain the GR zoning district designation. The existing building 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 June 8, 2023, and recommended approval, by a vote of 9 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: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. CUP 475 2000 N National_ord
2. REQUIREMENTS_exhA
3. Legal Description_exhB
4. ROP_exhC
5. Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 07-03-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-175

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 475 for the purpose of permitting
2 residential uses on the first-floor frontage within the GR – General
3 retail district, generally located at 2000 North National Avenue.
4 (Planning and Zoning Commission and staff 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 June 8, 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. 475 for the property
15 generally located at 2000 North National Avenue and zoned GR – General retail district;
16 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. 475; 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 2000 North National 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. 475 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. 475 is
34 granted for the purpose of permitting residential uses on the first-floor frontage as a

conditional use within the GR – General retail district, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 2000 North National Avenue.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 475” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit D – Attachment 1” and “Exhibit A” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 3.”

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 475

1. The residential uses on the first-floor frontage of a building shall comply with all the standards listed in Exhibit D - Attachment 2.
2. The residential uses on the first-floor frontage of a building shall be permitted in substantial conformance with Exhibit D - Attachment 3.
3. The western most driveway access point will need to be removed and replaced with curb and gutter at the owner's expense.
4. The original fire station structure shall be preserved as part of this conditional use permit; however, additions to the original structure may be modified or removed as approved by the Director of Planning and Development. New additions or expansions to the existing structure is allowed as prescribed in Subsection 36-363(9).
5. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 475

ALL OF LOT TWENTY-FIVE (25) AND TWENTY-SIX (26), BLOCK FIVE (5), IN
HOBART'S FOURTH ADDITION, TO THE TOWN OF NORTH SPRINGFIELD, NOW A
PART OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI,
ACCORDING TO THE RECORDED PLAT THEREOF, PLAT BOOK C, PAGE 34.

Exhibit C

RECORD OF PROCEEDINGS Planning and Zoning Commission – June 8, 2023

Conditional Use Permit 475
2000 North National Avenue
Applicant: 3 Best Friends, LLC

Mr. Neal stated that this is a request to permit residential uses on the first floor as a Conditional Use Permit within a GR, General Retail District. The applicant, 3 Best Friends, LLC, is requesting a Conditional Use Permit to convert the existing commercial structure into a single-family residence.

Mr. Scott asked if there is a goal of the city to convert this area to general retail and Mr. Neal stated that he does not believe that it will slow the general retail use and stating that there is a lot of residences along that section of National Avenue.

Mr. Jobe noted that is a conditional permit but rezoning and it is keeping general retail and asking about access to the property. Mr. Neal noted that the access will be Atlantic Street and traffic has reviewed.

Mr. Jobe opened the public hearing.

Mr. Brady Ghan, 840 Boonville Avenue, applicants representative and currently under contract to purchase the property and will be occupying the residence and gave out the history of the project.

Commission members appreciated of the commitments from the representative to rehab the building and not just have a vacant structure and/or parking lot.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Pauly motioned to **adopt** Conditional Use Permit 475 (2000 North National Avenue) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1 to the staff report. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



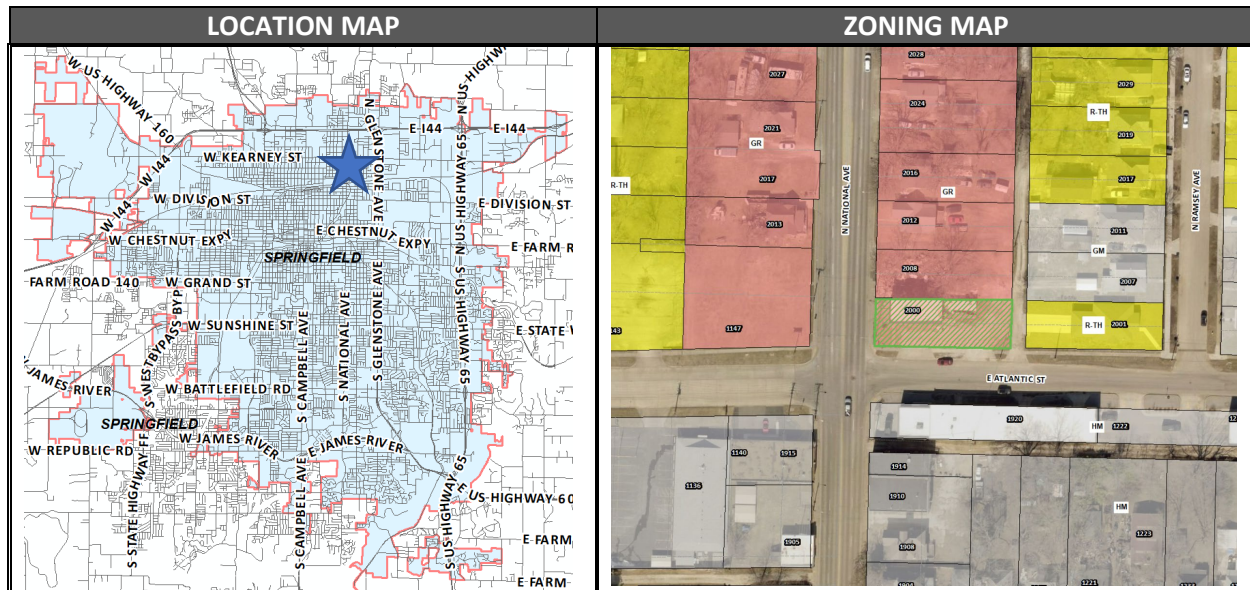
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 475
Location:	2000 N. National Avenue
Total Acres:	0.16 acre
Applicant:	3 Best Friends, LLC
Existing Land Use:	Vacant commercial building
Neighborhood Meeting:	May 16, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner, (417) 864-1036
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 475 subject to the conditions listed in Attachment 1 to 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 permit residential uses on the first floor as a Conditional Use Permit within a GR, General Retail district generally located at 2000 N. National Avenue. The applicant, 3 Best Friends, LLC, is requesting a Conditional Use Permit to convert the existing commercial structure into a single-family residence.

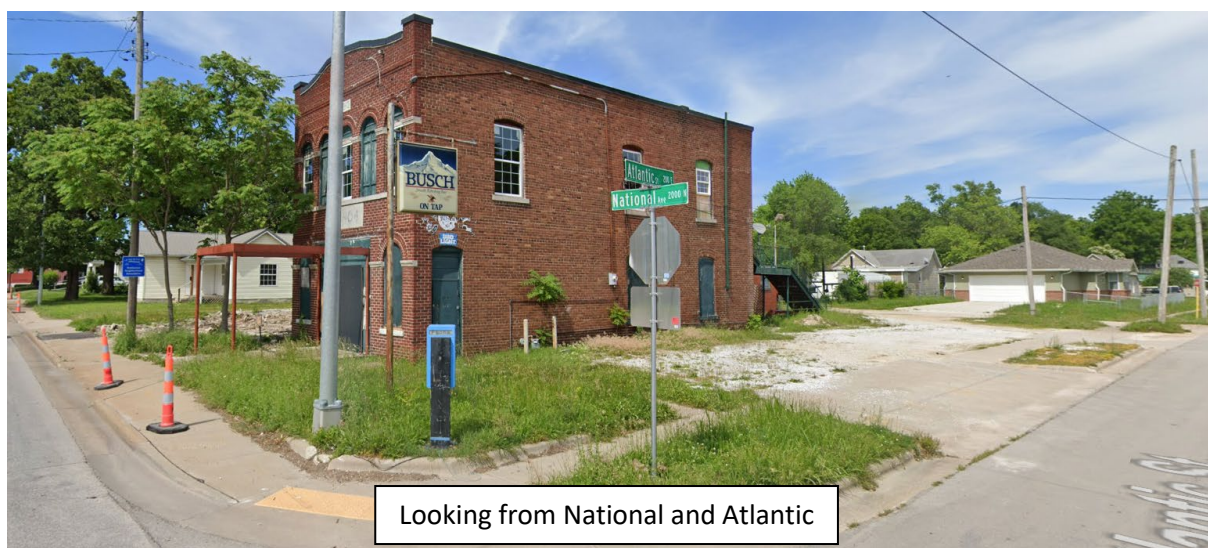


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property has been zoned GR, General Retail District since the citywide remapping in 1995.

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 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 *Forward SGF's* Mixed Use Placetype, which applies to the properties to the north, south and west along National Avenue. 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.

The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

PRIMARY USES

- Multi-family
- Office, hospitality, retail sales and service
- Maker, artisan, and innovation spaces
- Entertainment

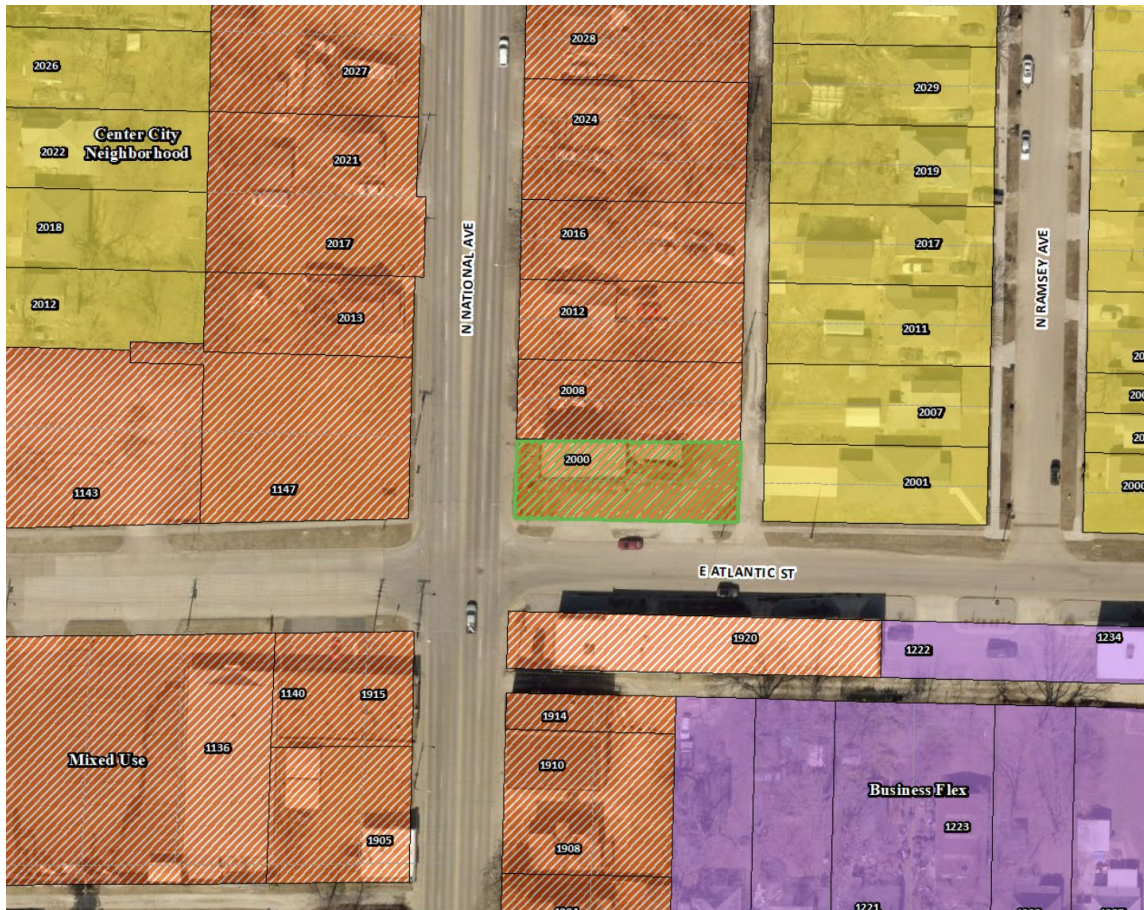
SUPPORTING USES

- Parks, greenways, and open space
- Government, healthcare, and institutional facilities
- Universities, colleges, and vocational schools
- Public and private schools and places of worship
- Low-intensity urban agriculture
- Sports complexes and recreational facilities
- Single-family detached
- Single-family attached

While the Mixed Use Placetype supports a variety of uses which encourage more density or intensity, the proposed residential use will preserve an existing structure that has been a contributing part of the character of the neighborhood and corridor for decades. The reuse of the structure for single-family will only continue that preservation of this structure and would be a supporting use to this area as recommended by this 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	Maker, Artisan & Innovation Spokes	Public & Private Schools & Places of Worship	Government, Colleges & Vocational Schools	Personal Storage, Healthcare & Institutional Facilities	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	GR	HM	R-TH	GR
LAND USE	Vacant	Offices, warehousing uses	Single-family dwelling	Vacant
PLACETYPES	Mixed Use	Mixed Use	Center City Neighborhood	Mixed Use

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

DEVELOPMENT REVIEW STAFF REPORT

2. CITY UTILITIES:

No issues with the proposed conditional use. Utility rates can be switched to residential class when a new certificate of occupancy has been granted.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with CUP. Address has access to public sewer.

4. FIRE DEPARTMENT:

No comments.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

2000 N National Ave is a 0.16-acre lot with approximately 50% existing impervious area. The Site drains to E Atlantic St. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Jordan Creek North Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will be allowed**.

PW Stormwater for the proposed CUP, the development will most likely decrease the existing impervious area. 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 AND DISCHARGE REQUIREMENTS

1. A fee in lieu of detention is permissible with minimal or no increase in impervious area. The site will need to continue to drain to E Atlantic St.

WATER QUALITY REQUIREMENTS

1. No water quality is required with less than 1 acre of possible disturbance.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

DEVELOPMENT REVIEW STAFF REPORT

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	N. National Avenue	Primary Arterial	City	50	30	NA	No	Yes	Yes
Street 2	E. Atlantic Street	Non-Residential Local	City	30	30	NA	Yes	Yes	Yes

ACCESS - There is currently no driveway access point onto the property from N. National Avenue and two driveway access points onto the property from E. Atlantic Street. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification. The western most driveway access point will need to be removed and replaced with curb and gutter.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one bus stop along N. National Avenue near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, 3 Best Friends, LLC, has requested this Conditional Use Permit for residential uses on the first floor within a GR, General retail district generally located at 2000 N. National Avenue. The applicant wants to convert the existing commercial structure into a single-family residence.
2. The GR, General Retail District, currently allows for residential uses above the first floor or behind a non-residential use. The applicant is proposing to convert the entire two-story commercial structure into a single-family residential use. The GR District requires a conditional use permit to allow residential uses on the first-floor frontage of the building.
3. A site plan has been provided (Attachment 3) depicting the changes that would allow for a residential use. The applicant is showing enough area for two off-street parking spaces and a turnaround area which will need to comply with Section 36-483, Off-street parking and loading area design standards, of the Zoning Ordinance. They will also be closing one driveway on the west side of the lot along Atlantic Street and replacing it with curb and gutter.

DEVELOPMENT REVIEW STAFF REPORT

4. One of the most important considerations is that the applicant is proposing to preserve an existing structure (built as a fire station). The existing structure is within the prescribed site triangle and required setback from right-of-way centerline for future roadway improvements; however, this would be considered a nonconforming situation and existing structures would be allowed to remain. There is also a provision for the Administrative Review Committee (ARC) to reduce the right-of-way requirement if needed, but the proposed use does not appear to trigger any additional right-of-way requirements.
5. A bufferyard Type E is required when a GR property is adjacent to or across an alley from a R-TH zoning district as in this case along the east property line; however, the site qualifies for a shallow lot exemption to the bufferyard requirements which reduces the bufferyard width to 10 feet with one understory, two evergreens and 10 shrubs for each 100 linear feet. The site is only 50 feet wide so only one understory, one evergreen and 5 shrubs will be required within the 10-foot wide bufferyard area. The bufferyard will require a six-foot-tall solid wood fence as shown on the attached site plan.
6. 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 Use Placetype as outlined in the Compatibility with the Comprehensive Plan section, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Use 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, or
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. 475

1. The residential uses on the first-floor frontage of a building shall comply with all the standards listed in Attachment 2.
2. The residential uses on the first-floor frontage of a building shall be permitted in substantial conformance with Attachment 3.
3. The western most driveway access point will need to be removed and replaced with curb and gutter at the owner's expense.
4. The original fire station structure shall be preserved as part of this conditional use permit; however, additions to the original structure may be modified or removed as approved by the Director of Planning and Development. New additions or expansions to the existing structure is allowed as prescribed in Subsection 36-363(9).
5. 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. 475

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> .	The proposed use will preserve the historic character of the building and contribute to the overall goal of diversified housing stock within the neighborhood. In addition, the redevelopment of a building which is currently vacant and underutilized is set forth in Forward SGF's Place-Based approach.	Staff has concluded that the proposed conditional use within the requested GR district is in general alignment with the <i>Comprehensive Plan's</i> Mixed Use 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 proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians since the sight triangle along National is being preserved and any outside additions will have minor to no impact on drivers or pedestrians.	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 access furthest west access on Atlantic must be closed and a sight triangle provided.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The building currently has no fire control measures or alarms. Alarms will be installed in keeping with the residential building code thereby increasing the safety from fire hazards.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns about 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.	No grading or additional non-permeable areas are currently planned for the area, so water should maintain the current flows.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above.
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 residential use should be much quieter than any General Retail use. So, 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.	Staff does not have any concerns pertaining to the anticipated noise levels associated with the single-family residential use.
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.	No stationary lights other than small outdoor lights that illuminate entryways or areas for safety are planned and places for parking are all oriented Northward which is shielded by the building itself or planned fencing. In addition, there is a fence planned between the houses to the East and the building.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior Lighting.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	No additional signage is planned. Lighting will be limited to entryways or small security lights. This should be less than any planned General Retail use.	Per the site plan provided, no new detached signage has been identified at this time. All future 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.	No additional signage is planned.	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.	ROW will not be changed or affected by the use and is adequate for a low-density residential use.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area.

DEVELOPMENT REVIEW STAFF REPORT

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.	This use should not have any impact on surrounding properties other than the residential use directly to the east, which will receive shielding from the noise of National Ave. The use and accompanying redevelopment will help preserve the historic architecture of the building, ensuring that it remains a part of the neighborhood's cultural heritage.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. Where this property abuts R-TH 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 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.	With the exception of a fence in the rear of the building, no new construction on the exterior is occurring, so it will not interfere with the development and use of neighboring property in accordance with the applicable district regulations. a. The fences erected are 6 ft privacy fences which should protect neighboring properties from existing externalities of noise and light from the intersection of Atlantic and National. b. The buffer yard should actually improve the value/use of properties behind, or at the very least, have no impact.	Staff does not anticipate any changes that would dominate the immediate vicinity or interfere with the development and use of the neighboring property. The applicant is complying with the GR requirements for residential use.
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 parcel is currently a flat parcel covered mostly with gravel and does not provide enjoyment or function from any significant natural topographic or physical feature.	Staff has no concerns with the effects this use will have to surrounding properties as they are preserving the existing structure.

DEVELOPMENT REVIEW STAFF REPORT

13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	This use will preserve a historic feature of early Springfield history rather than destroying.	The applicant is proposing to preserve an older structure.
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.	This use complies with all requirements requested.	The proposed use and site plan appear to comply with all regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed use and redevelopment of the property will hopefully encourage future development/improvement of vacant lots nearby or improvement of existing housing stock, thereby promoting the welfare of the neighborhood residents.	The proposed use is single-family and is allowing for an existing vacant structure to be utilized.
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 to protect such residential uses from any injurious effect.	Parking/Screening requirements met by bufferyards on the east side.	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.	Utilizing existing entrance/exit drives in accordance with recommendations of Public Works – Traffic division.	As indicated by the applicant and required by Public Works – Traffic, the western most driveway access point along Atlantic Street will need to be removed and replaced with curb and gutter.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of	There should not be any circulation patterns with a residential use.	Staff does not expect the creation of traffic or pedestrian hazards because of the approval of this Conditional Use Permit.

DEVELOPMENT REVIEW STAFF REPORT

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.		
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No recorded easements, easements, roadways, rail lines, utilities and public or private rights-of-way on lots.	There is not any known interference with any public rights-of-way or easements.
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.	Remodeling of building will be in accordance with BDS requirements.	The applicant is aware that they must meet all City code requirements with the conversion to single-family residential.
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.	Essential public facilities and services already provided to site.	The property is currently served by all public facilities and services.

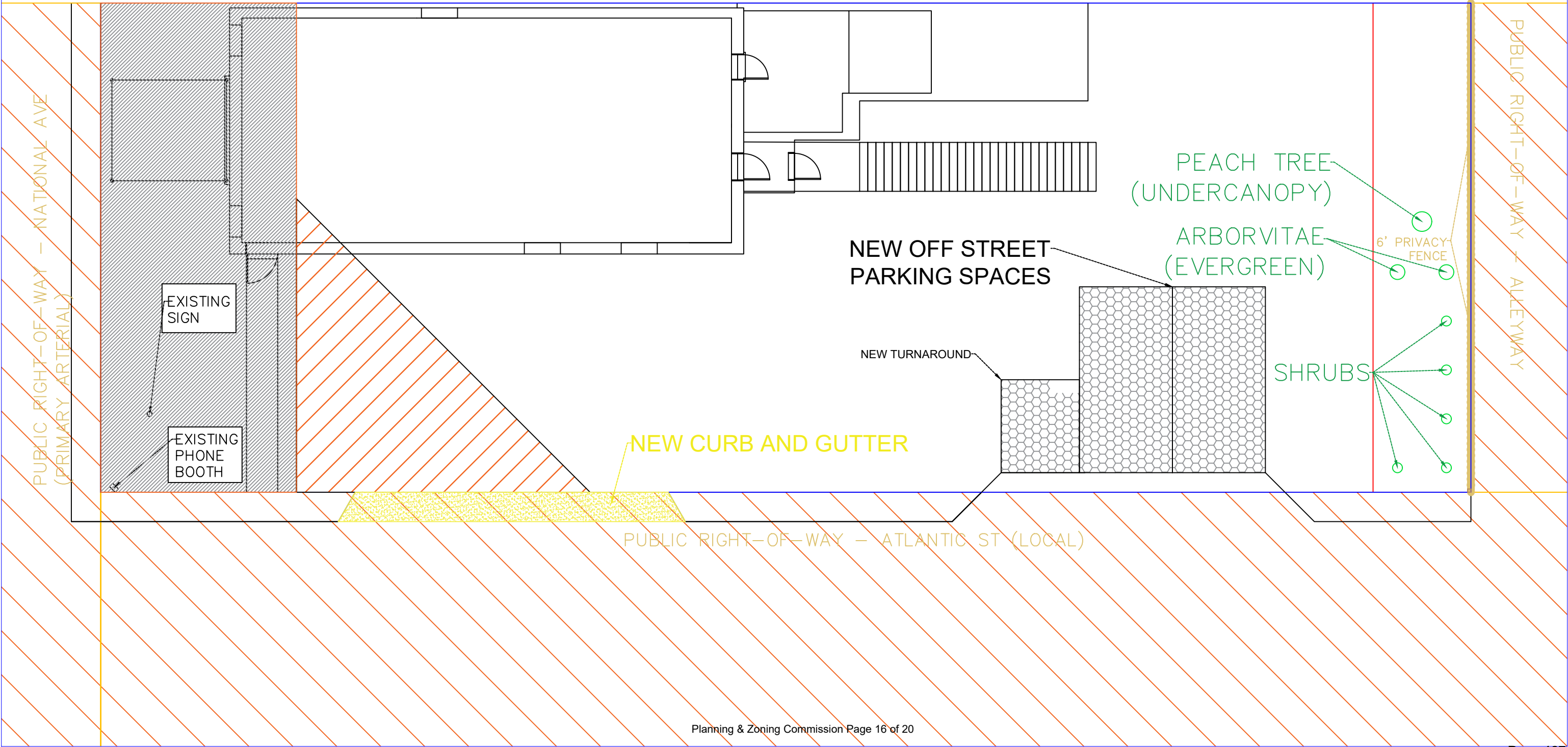
ATTACHMENT 3

USE PERMIT SKETCH PLAN
ZONED GR – 140’X50’ – 0.16 ACRES

- PROPERTY LINE
- FENCELINE
- BUFFERYARD
- SETBACK LINE
- SIGHT TRIANGLE

N

SCALE = 1"= 10'



ATTACHMENT 4

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Residential Use
2. Meeting Date & Time: 05/16/2023 - 4:00p.m. to 6:30p.m.
3. Meeting Location: Blue Room in VFW Post 3404 -1136 E. Atlantic St., Springfield MO 65802
4. Number of invitations that were sent: 140
5. How was the mailing list generated: Planning
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No opposition to permit. One neighbor mentioned she might prefer plants to the fence in the backyard, but understood it was a city requirement and is fine with it. No current plans to alter the application.

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

No negative written comments received yet.

I, Brady Ghan (print name), attest that the neighborhood meeting was held on 05/16/2023 (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

Brady Ghan
Printed name of person completing affidavit

Neighborhood Meeting
 Conditional Use Permit @ 2000 N. National Ave
 16 May 2023
 4:00-6:30 p.m.

Name	Address	Phone
Russ McBurney	1136 E ATLANTIC	417 865 6929
David Anderson	1115 E THOMAS	417 818-7231
Al Wagner	3041 E Chaffaucy	417 830 7771
Mark K Breeden	1343 N Clifton	417 496 7863
Bob Hunt	1216 E THOMAS	417 866-8923
Cynthia Rondoni	2007 N. prospect ave.	417-771-7729

Notes/Concerns from Neighborhood Meeting

Conditional Use Permit @ 2000 N. National Ave

16 May 2023

4:00-6:30 p.m.

- VFW members present (Russ, David, Al, and Mark)
all thought that it would be great for something other than a bar went in and were glad we wanted to live there.
- Bob Hunt manages storage units near the Fire Station and is not opposed, just wanted to confirm info about our permit.
- Cynthia Rondini thinks its great we are wanting to fix up the place. She prefers plants to fences but understands that the city has certain requirements.

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss an application for a Conditional Use Permit 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, 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 Ave, Springfield Missouri 65802

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-9-23	Telephone No.	417-883-2299
YOUR NAME:	Emma Rafferty		
YOUR ADDRESS:	1429 S. Ranch Dr., Springfield, MO. 65809		
PROJECT ADDRESS:	2000 N. National Ave., Springfield, MO. 65802		
COMMENTS:	That beautiful building has been vacant too long. I am thrilled to see that someone wants to restore it as their home. It would be sad to see that building fall into disrepair. It could be made into a beautiful addition for the neighborhood. Businesses Come and go. Businesses		



EXPLANATION TO COUNCIL BILL 2023-176 (SIMPSON)

FILED: 06/23/2023

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 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; establishing Conditional Overlay District No. 232; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: William F. Walz Jr. Etal Trust; 6401 South Farmers Branch Avenue; Z-16-2023 w/COD No. 232).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-16-2023 w/COD No. 232

The applicant is requesting to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. The applicant intends to develop a medical office building.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended to approve, by a vote of 9 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 Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of

universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

2. The Institutional and Employment Center placetype identifies government, healthcare and institutional facilities as primary land uses within this category.
3. The proposed COD limits many of the more intense uses to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area. The COD also requires an enhanced bufferyard and perimeter landscaping than ordinarily prescribed.
4. The subject property is located along Farmers Branch and U.S. 65 Highway, classified as a Primary Arterial and Freeway roadway, respectively. The property will not have direct access to U.S. 65 Highway.
5. 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 may be necessary to accommodate this.
6. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
7. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property in the immediate vicinity.
8. 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.
9. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. The Conditional of Staff Approval (Attachment 2) requires a traffic study at the time of development.
10. 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.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.



STAFF RECOMMENDATION:

Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional and Employment Center placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

- Attachments:**
1. Z-16-2023 COD 232_ord
 2. COD Provisions_exhA
 3. Conditions_exhB
 4. Legal Description_exhC
 5. ROP_exhD
 6. Staff Report_exh E

One-rdg. _____
P. Hrngs. X
Pgs. 49
Filed: 07-03-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-176

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 6.5 acres of property generally located at 6401 South Farmers
4 Branch Avenue from Planned Development No. 201 to GR,
5 General Retail District, with Conditional Overlay District No. 232;
6 establishing Conditional Overlay District No. 232; and adopting an
7 updated Official Zoning Map. (Staff and the 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 at 6401 South Farmers Branch Avenue from Planned Development
13 No. 201 to GR, General Retail District, with Conditional Overlay District No. 232; and
14

15 WHEREAS, Conditional Overlay District No. 232 shall modify the requirements of
16 the Springfield Land Development Code Section 36-421, GR, General Retail District, by
17 requiring that the property described in "Exhibit C" comply with the requirements
18 described in "Exhibit A"; and
19

20 WHEREAS, City staff recommended additional conditions of approval with regard
21 to the application for zoning change, which additional conditions are considered part of
22 the application for rezoning and are set forth in "Exhibit B"; and
23

24 WHEREAS, following proper notice, the Planning and Zoning Commission held a
25 public hearing on June 8, 2023, a copy of the Record of Proceedings from said public
26 hearing being attached hereto as "Exhibit D" and incorporated herein in its entirety by
27 this reference, and said Commission made its recommendation; and
28

29 WHEREAS, the City has reviewed the applicant's request and prepared a staff
30 report concerning the application, which is attached hereto and incorporated herein by
31 this reference as "Exhibit E"; and
32

33 WHEREAS, proper notice was given of a public hearing before City Council, and

34 said hearing was held in accordance with the law.

35
36 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:

38
39 Section 1 – The property described in "Exhibit C," which is attached hereto and
40 incorporated herein by this reference, is hereby rezoned from Planned Development
41 No. 201 to GR, General Retail District, , with Conditional Overlay District No. 232, and
42 with the conditions of approval set forth in "Exhibit B." Springfield Land Development
43 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
44 amended, changed, and modified consistent with this Ordinance.

45
46 Section 2 – City Council hereby establishes Conditional Overlay District No. 232,
47 which shall contain the requirements and standards provided in "Exhibit A," which is
48 attached hereto and incorporated herein by this reference as though set forth herein.
49 The requirements of Conditional Overlay District No. 232 shall modify the requirements
50 of the Springfield Land Development Code Section 36-421, General Retail District, by
51 requiring the property described in "Exhibit C" comply with the requirements contained
52 in "Exhibit A."

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

59
60 Section 4 – The Official Zoning Map herein adopted shall be maintained and
61 archived in the same digital form in which this Council has approved its adoption.

62
63 Section 5 – This Ordinance shall be in full force and effect from and after
64 passage.

65
66 Passed at meeting: _____

67
68
69 _____
70 Mayor

71 Attest: _____, City Clerk

72
73 Filed as Ordinance: _____

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

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

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-16-2023 COD No. 232

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Bed and breakfast.
 - b. Catering businesses.
 - c. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - d. Commercial off-street parking lots and structures.
 - e. Day care centers.
 - f. Community gardens
 - g. Entertainment-oriented use group.
 - h. Flea markets.
 - i. Funeral homes and mortuaries
 - j. Household resource recovery collection centers
 - k. Medical marijuana dispensary facility.
 - l. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - m. Police and fire stations.
 - n. Private clubs and lodges.
 - o. Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.
 - p. Schools or development centers for persons with handicaps or development disabilities.
 - q. Schools, business.
 - r. Seasonal outdoor sales and related storage.
 - s. Taxidermists.
 - t. Temporary lodging use group.
 - u. Temporary uses.
 - v. Temporary vendors.
 - w. Towers other than wireless facilities, less than 100 feet in height, and related facilities.
 - x. Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.
1. A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same plantings as bufferyard type S2.
2. Structure Height Limit: Structures shall not exceed 45 feet from the average ground level at the base of the structure.

EXHIBIT B

CONDITIONS OF STAFF APPROVAL
ZONING CASE Z-16-2023 COD No. 232

1. 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 the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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 issuance of a building permit.

EXHIBIT C

LEGAL DESCRIPTION
ZONING CASE Z-16-2023 COD No. 232

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 28, Range 21, Greene County, Missouri, being the South 315.0 feet of said Northeast Quarter (NE $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$) lying West of Old U.S. Highway 65, as established in Book 462, at Page 79; except that part thereof conveyed to the State of Missouri for or in connection with New U.S. Highway 65; containing 2.348 acres.

Also, a tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 28, Township 28, Range 21, Greene County, Missouri, being the North 462.0 feet of said Southeast Quarter (SE $\frac{1}{4}$), Southeast Quarter (SE $\frac{1}{4}$) lying West of Old U.S. Highway 65; except that part thereof conveyed to the State of Missouri for or in connection with New U.S. Highway 65.

EXHIBIT D

RECORD OF PROCEEDINGS
ZONING CASE Z-16-2023 COD No. 232

Z-16-2023 w/COD 232

6401 South Farmers Branch Avenue

Applicant: William F. Walz Etal Trust

Mr. Sparlin stated that this is a request to rezone approximately 6.5 acres of property from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. He also noted that there is a request to amend the application that removes eating and drinking establishments use groups and replace with community gardens and prohibit building height over 45 feet.

Mr. Jobe opened the public hearing.

Mr. Daniel Richards 1200 E. Woodhurst, representing the owner as the civil engineer and noted that they had two neighborhood meetings and have addressed their concerns (no hotels/motels) and that the existing Planned Development allows medical offices. To accommodate any overnight clients the city recommends Short-Term Rental Type 3 for two units (STR3 are limited to maximum number of nights)

Mr. Jason Meyer, 6215 Riverglen Road, Vice President of Millwood Association and expressed his concern for traffic problems that are already there due to the church on Wednesday's and Sunday's and feels it will be unsafe for the neighborhood and did not get invited to the neighborhood meeting.

Mr. Pauly asked if they did get a neighborhood invitation and Mr. Meyer stated that they did not, but Millwood Park Association did.

Mr. Walt Cameron, 6097 Lookout Ridge, likes the county feel and stated that previous proposed developments had been defeated before and stated his concerns for traffic, sewer connection and what is compatible for the area.

Mr. Knuckles noted that there is sewer available to the south and that the area is primed for development.

Mr. Colony stated he has lived in the area years ago and understands the traffic concerns.

Mr. Doug Evans, 6172 Riverglen Road, lives in Millwood and believes the roads need improvement due to the heavy asphalt, gravel and concrete trucks that pass in front of the property daily and believes a multi-story building would not be suitable.

Ms. Wendy Woods, 3446 E. Anne Street, lives in Millwood Park and noted the good interactions with the developers/engineers and has concerns for the future that could change and infringe on their peaceful living environment.

Mr. Norbert Laengrich, 3411 East Anne Street, is a member of and speaking for Millwood Park Association and supports the development and believe it is compatible with the neighborhood and trust the developer will be willing to work with the neighborhood and is glad for the prohibition on the building height.

Mr. Jobe closed the public hearing.

Mr. Knuckles asked the developer about the building height and being limited to 45 feet (matches Single Family Residential maximum building height).

Discussion what is being prohibited and the amended application and traffic concerns were discussed for peak times for the church as well as what would be appropriate development.

COMMISSION ACTION: #1

Ms. Broekhoven motioned to **amend** the application of Z-16-2023 w/COD 232 (6401 South Farmers Branch Avenue) to remove eating and drinking establishments from the prohibited use list and replace it with community gardens and add a required 45' building height limit. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.

COMMISSION ACTION: #2

Mr. Colony motioned to recommend **approval** of Z-16-2023 w/COD 232 (6401 South Farmers Branch Avenue) as amended. Mr. Knuckles seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

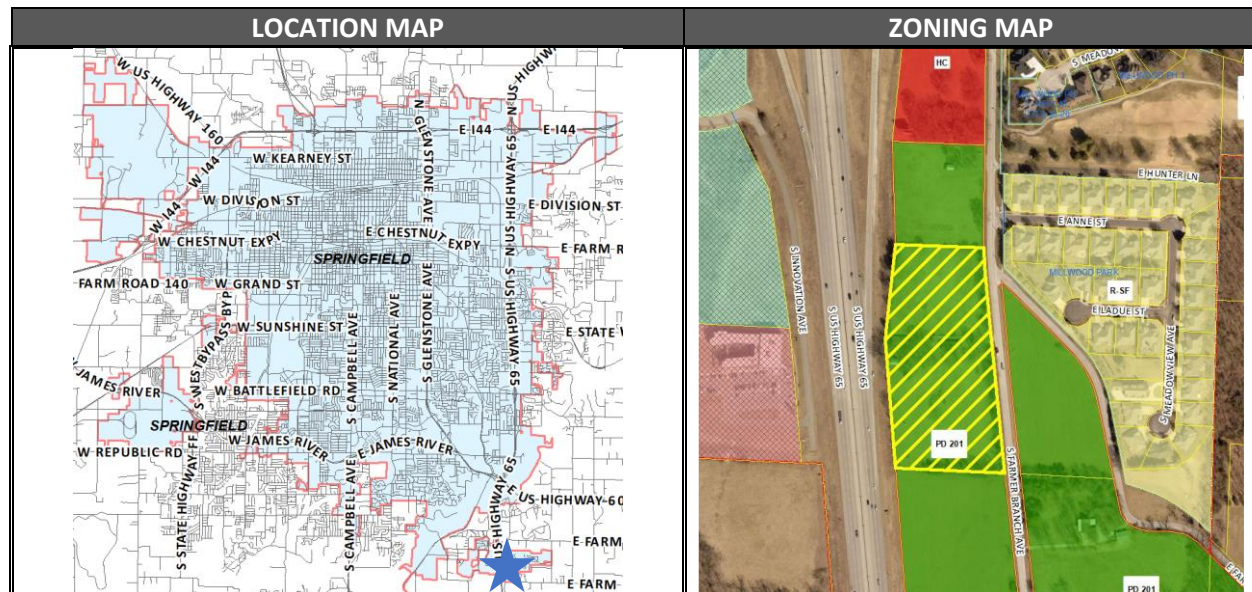
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-16-2023 w/ COD No. 232
Location:	6401 South Farmers Branch Avenue
Total Acres:	6.5 acres
Applicant:	William F. Walz Jr. Etal Trust
Existing Land Use:	Single-family home
Neighborhood Meeting:	May 15, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 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 rezoning case Z-16-2023 w/ COD No. 232 as set forth in Attachment 1 and subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

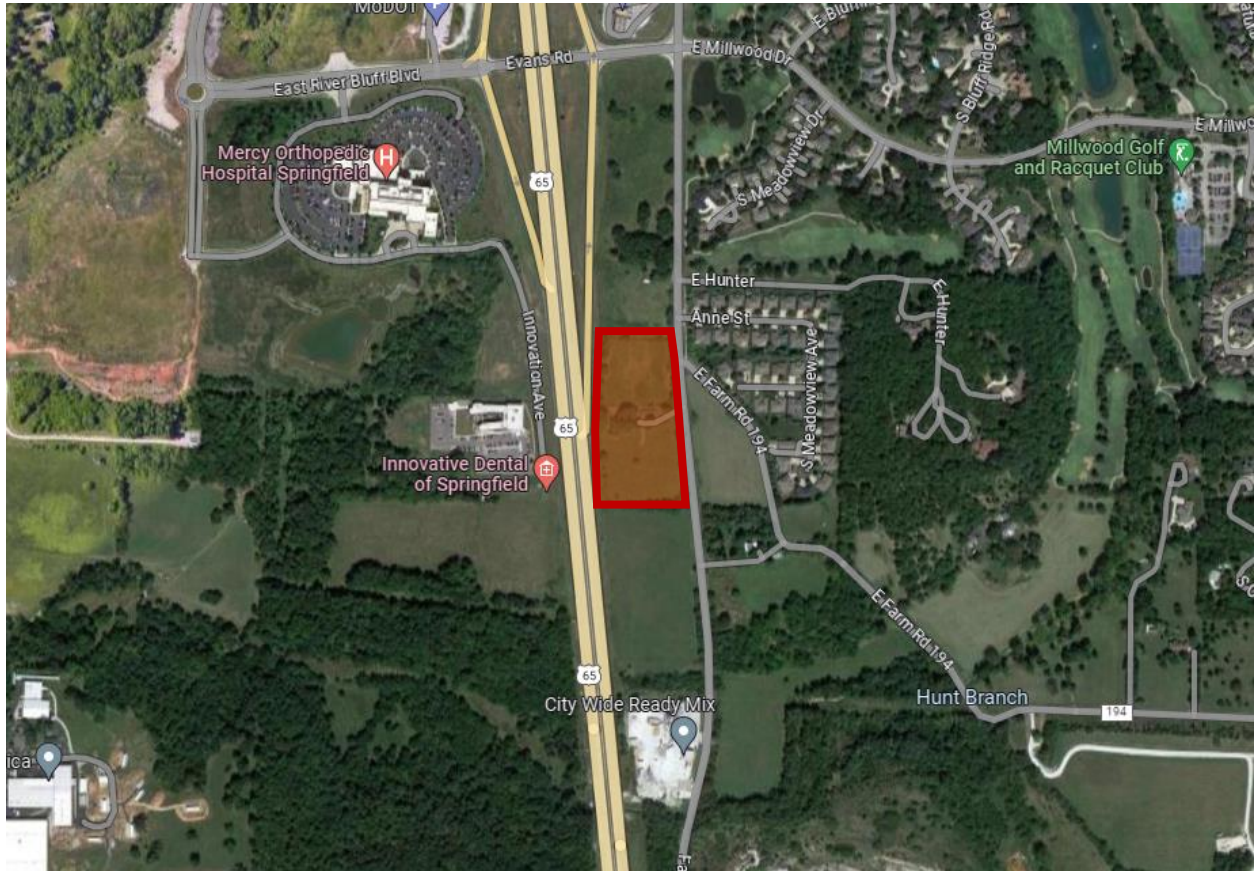
PROJECT SUMMARY:

Request to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232.



DEVELOPMENT REVIEW STAFF REPORT

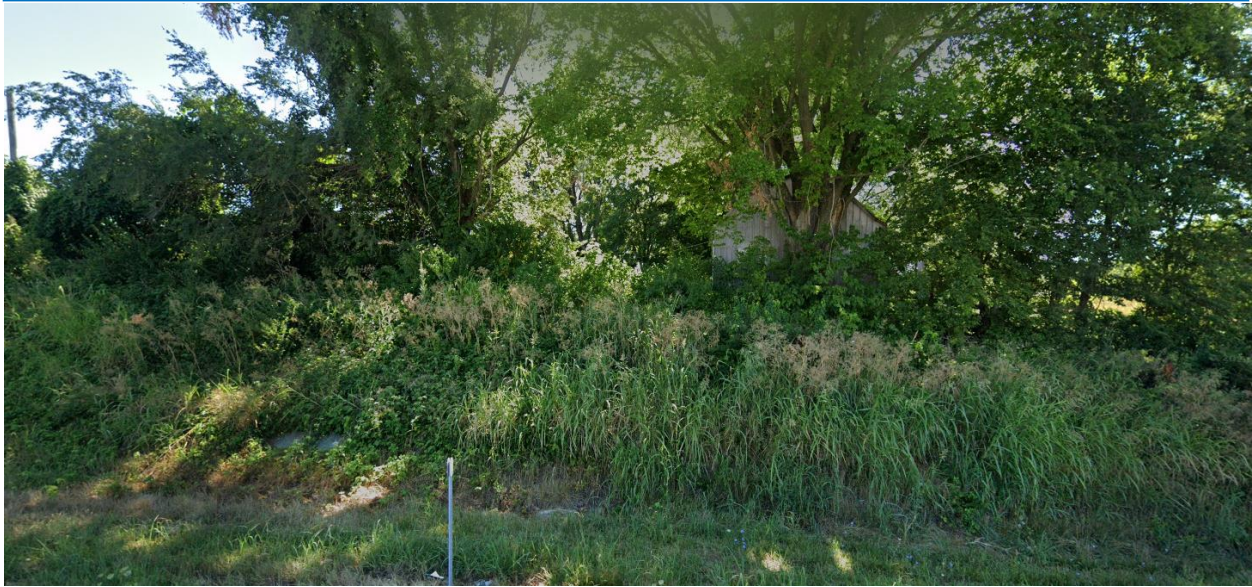
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was annexed into the city in 1995 and rezoned to PD 201 in 1996.

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.

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(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. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. (b) No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (f) Streets through an adjacent residential area 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.
Maximum Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent

DEVELOPMENT REVIEW STAFF REPORT**Buffering and Landscaping**

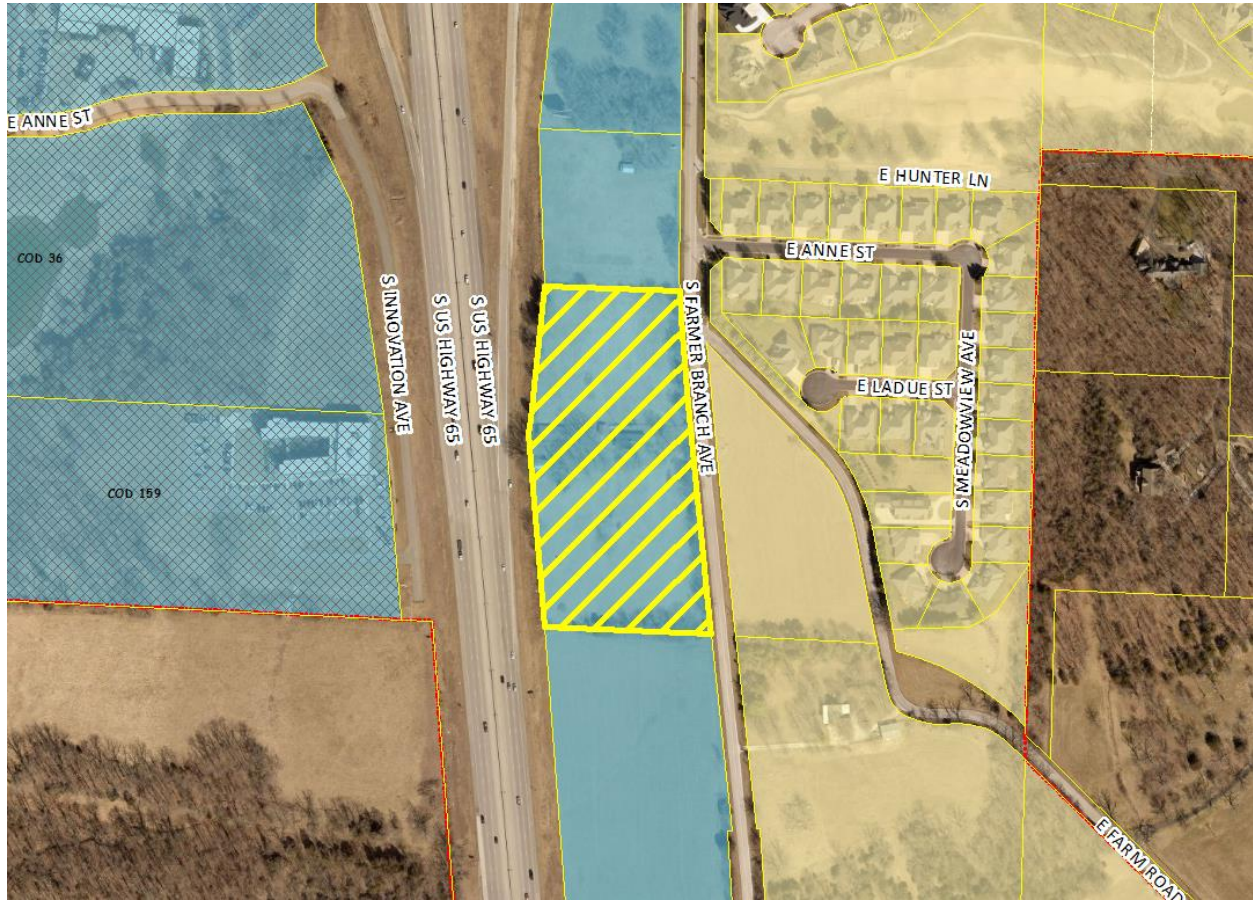
A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same as a bufferyard type S2.

COMPATIBILITY WITH COMPREHENSIVE PLAN:**PLACETYPE:**

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional & Employment Center placetype. The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

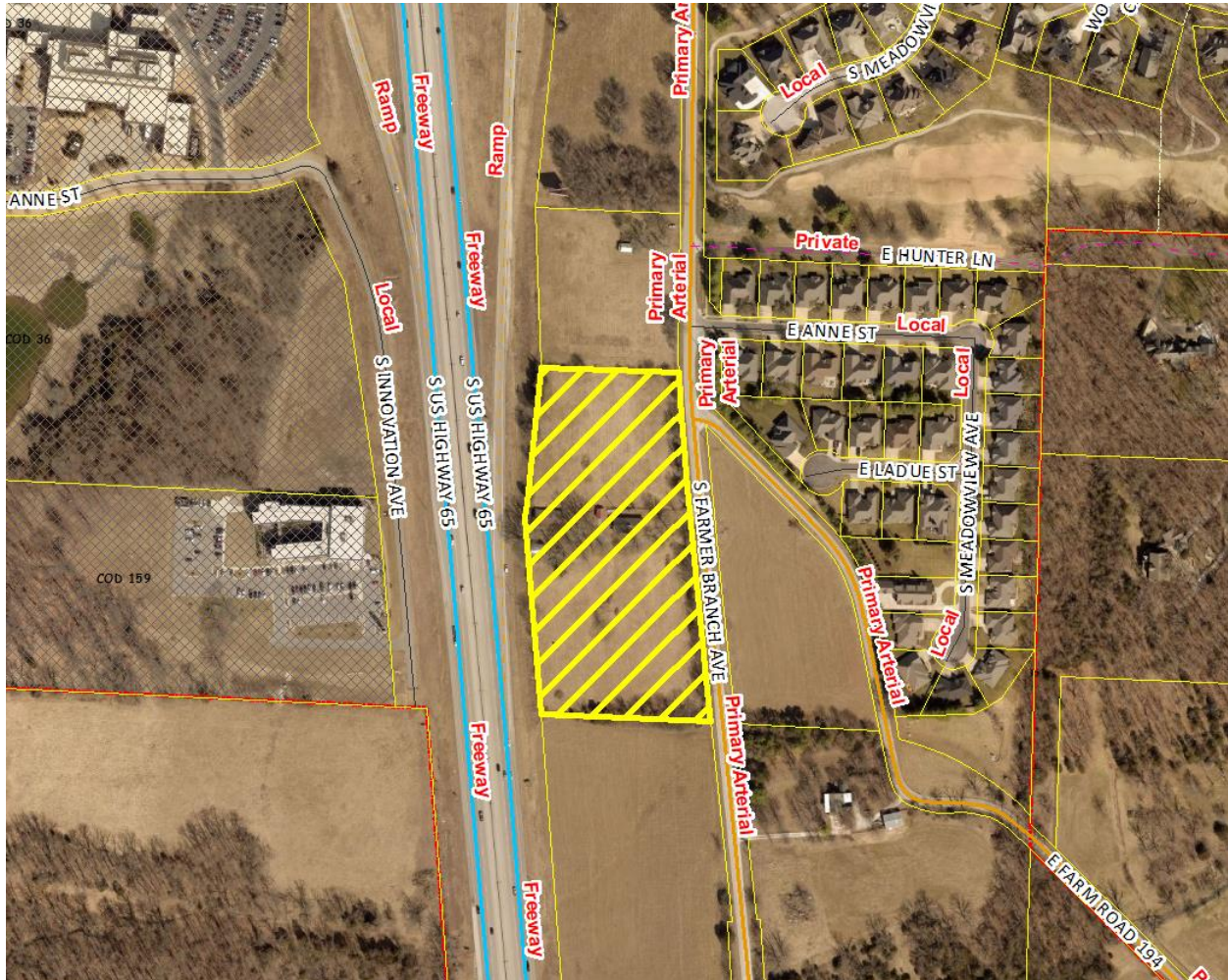


PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Health Care & 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	PD 201	PD 201	PD 201, R-SF	U.S. 65, GI, GR
LAND USE	Undeveloped Land	Undeveloped Land	Undeveloped land, single-family residence	U.S. 65 highway
PLACETYPES	Institutional and Employment Center	Institutional and Employment Center	Traditional neighborhood	Institutional and Employment Center

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with rezoning however we have the following site development comments; Critical issue; 1. Public sewer is not available for this property. According to city code section 120.72.a, public sewer must be adjacent to the lot for all new buildings. This will require public improvement plans designed and constructed to city specs. Submit public improvement plans for review. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans. 2. The public improvements must be approved and constructed or escrowed before any building permits or plats can be approved according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. 3. There is a \$0.0075 trunkline connection fee to connect to Farmer/Hunt Branch trunkline. This is based on the square footage of property and will be added to the engineering and inspection fees for the public improvement plans.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	S. Farmer Branch Avenue	Primary Arterial	City	50	25	NA	No	Yes	No

ACCESS - There are currently two driveway access points onto the property from S. Farmer Branch Avenue. All new or modified driveway approaches shall comply with an approved traffic study and current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along S. Farmer Branch Avenue near the property.

IMPROVEMENTS - A traffic study will be required at the time of development. The requirements of said study shall be incorporated in the site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. All

DEVELOPMENT REVIEW STAFF REPORT

public improvements required for the development must be constructed or escrowed prior to approval of the building permit and/or final plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

6401 S Farmer Branch Ave is a 6.5-acre lot that is primarily open space. The Site drains from North to South onto the adjacent south property. No existing detention or water quality Stormwater Control Measures are present. The existing PD201 requires the detention to be provided on Tract #D with required public facilities built to transport the drainage to the detention facility. The property is in the **Farmer Branch** 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 or other Karst feature at this location. The property **does not have a stream buffer on site.**

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required.**

PW Stormwater supports the rezoning with required detention built on site. 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 AND DISCHARGE REQUIREMENTS

1. Detention is required and no fee in lieu of detention application is permissible. The discharge will need to return to sheet flow prior to draining to another property or discharge to the Public Right-of-way

WATER QUALITY REQUIREMENTS

2. 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.
3. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

DEVELOPMENT REVIEW STAFF REPORT

1. 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.
 - a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:
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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6.5 acres of property generally located at 6401 South Farmers Branch Avenue from Planned Development 201 to GR, General Retail and establishing Conditional Overlay District No. 232. The applicant intends to develop a medical office building.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.
3. The Institutional and Employment Center placetype identifies government, healthcare and institutional facilities as primary land uses within this category.
4. The proposed COD limits many of the more intense uses to closely match the existing Planned Development permitted uses and to mitigate these uses impact to surrounding properties within this area. The COD also requires an enhanced bufferyard and perimeter landscaping than ordinarily prescribed.

DEVELOPMENT REVIEW STAFF REPORT

5. The subject property is located along Farmers Branch and U.S. 65 Highway, classified as a Primary Arterial and Freeway roadway, respectively. The property will not have direct access to U.S. 65 Highway.
6. 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 may be necessary to accommodate this.
7. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
8. The range of uses in the proposed GR district and COD are compatible with the uses permitted on other property in the immediate vicinity.
9. 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.
10. The impact of the proposed uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. The Conditional of Staff Approval (Attachment 2) requires a traffic study at the time of development.
11. 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.
12. 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 Institutional and Employment Center Placetype and on the finding of facts 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, or
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. 232

The requirements of Section 36-421, GR – General retail district, of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Bed and breakfast.
 - b. Catering businesses.
 - c. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - d. Commercial off-street parking lots and structures.
 - e. Day care centers.
 - f. ~~Eating and drinking establishments use group.~~ Community gardens
 - g. Entertainment-oriented use group.
 - h. Flea markets.
 - i. Funeral homes and mortuaries
 - j. Household resource recovery collection centers
 - k. Medical marijuana dispensary facility.
 - l. Medical marijuana-infused products manufacturing type 2 post-extraction facility.
 - m. Police and fire stations.
 - n. Private clubs and lodges.
 - o. Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.
 - p. Schools or development centers for persons with handicaps or development disabilities.
 - q. Schools, business.
 - r. Seasonal outdoor sales and related storage.
 - s. Taxidermists.
 - t. Temporary lodging use group.
 - u. Temporary uses.
 - v. Temporary vendors.
 - w. Towers other than wireless facilities, less than 100 feet in height, and related facilities.
 - x. Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.
2. A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same plantings as bufferyard type S2.
3. **Structure Height Limit: Structures shall not exceed 45 feet from the average ground level at the base of the structure.**

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2
CONDITIONS OF STAFF APPROVAL**

1. 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 the study shall be incorporated in site plan, PIP, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of Public Works Design Standards. 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 issuance of a building permit.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 201 to GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Monday, May 15, 2023; 4-6:30 pm
3. Meeting Location: The Library Center, Room A 4653 S Campbell Ave, Spfd, MO 65810
4. Number of invitations that were sent: 40
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 11
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached neighborhood meeting response letter, sent to the full list of property owners within 500'.

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

See attached comment sheets and attached neighborhood meeting response letter, sent to the full list of property owners within 500'.

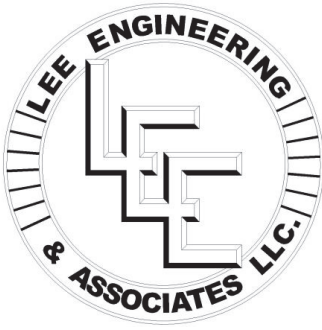
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 5/15/2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & LAND SURVEYING

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

May 18, 2023

Dear Property Owners,

To all those who attended the Neighborhood Meeting on May 15th, we appreciate the excellent turnout, courteous conversations, and thoughtful input given on the rezoning of 6401 Farmers Branch Rd.

Below is a summary of the comments we received—both written and verbal—from the neighborhood meeting and how we will address each comment. A copy of this letter will be sent to the City of Springfield and the changes will be added to the Conditional Overlay District documents.

Building Height and Size:

As we discussed in the meeting, the building height is regulated by a 30-degree bulk plane in GR zoning. We have discussed the concerns about the overall building height with the developer, and he has agreed to limit the maximum structure height to 45 feet. This restriction matches residential single family maximum structure height.

Landscaping:

The 30' bufferyard "F" shown between the parking lot and right-of-way where our development is opposing the neighborhood is 3x larger than a typical perimeter landscaping. Bufferyard "F" requires 10 trees and 20 shrubs planted per every 100 linear feet of frontage to create a suitable buffer. This matches the original PD language, and we think that this will be a suitable buffer between the parking lot and road.

Additional Meeting:

The P&Z Commission Hearing is June 8th. We will be looking to find a time where we can meet with the neighborhood prior to June 8th.

Traffic:

We submitted a traffic study to the City of Springfield along with our zoning request showing that a 20,000 SF medical office does not meet the minimum criteria of 10 left turns per hour in the peak hour for a left turn lane to be warranted. If the intensity of the development increases from what was submitted in the original traffic study, we will have to submit another traffic study to the City of Springfield traffic engineer.

Noise:

The proposed development will comply with Section 36-485 of the City of Springfield Noise Standards.

No Large Truck Traffic:

The proposed uses are General Retail—not manufacturing or warehousing.

No Hotels:

After receiving this feedback from the neighborhood, the developer has agreed to eliminate hotels and motels from the approved uses. The developer is the owner of KARE Health and Wellness. They plan to have two or three overnight suites for patient accommodations when they are traveling far distances for extended treatment. For instance, they have patients that come from Canada and will stay for 1-2 weeks to receive treatment. They also have an ALS patient that drives several hours and will stay for 2-3 days for treatment. They would like to be able to provide medical suite accommodations for these patients while they are here. We are working with City staff to provide language to eliminate hotels and motels but still allow for overnight medical suites as described.

Original PD Uses Seem Reasonable:

We received the general comment that if the building height is limited and the uses are limited to the original PD uses

that our plan seemed reasonable.

One neighbor verbally mentioned that they would be fine with a retail center on this lot.

One neighbor verbally mentioned a "Chesterfield Village-type" development would be nice.

One neighbor verbally mentioned they would like a Starbucks or Trader Joe's on this lot.

If you have any questions or need additional information, please contact our office. Thank you.

Sincerely,

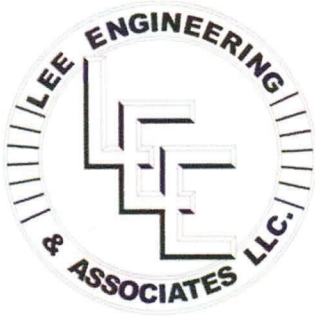
A handwritten signature in black ink that reads "Daniel Richards". The signature is written in a cursive, flowing style.

Daniel Richards

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



SIGN IN SHEET

Neighborhood Meeting

May 15, 2023

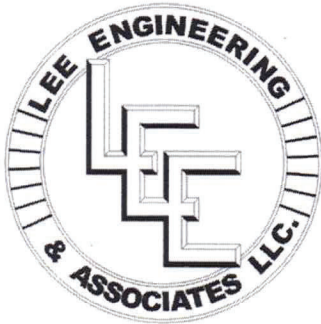
Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Kristine Howell	3410 E. Anne St Oak Hills MO 64131	417-713-4939
Sherry Roseman	3443 E Anne St Oak Hills MO	417-493-9457
Curt Roseman	3443 E Anne St Oak Hills MO	417-493-9453
Sylvia Wampler	3421 E. Ladue St "	219-916-1702
NORBERT LAENGLE	3411 East Anne St " "	417-350-9446
KARL QUINN	3438 E. ANNE ST.	417-860-5288
TOM MURRAY	3456 E Anne St	417-849-1841
KEU CRAWLEY	3447 E Ladue St	417-844-1861
Glendy Woods	3446 E. Anne St.	425-941-4784
Mitzy Wayne Bolen	3419 E Anne St	417-844-9547
Wayne Bolen	3419 E Anne St	417-844-0789

LEE ENGINEERING AND ASSOCIATES, L.L.C.

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Curt Rosenn	3443 E Anne St	417-493-9453

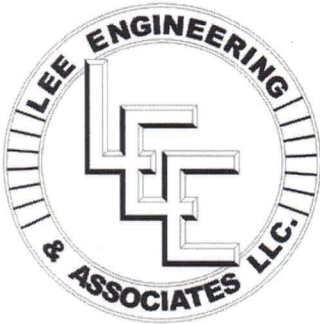
COMMENTS:

- Not sure how many floors new building will be.
- Not sure how well buffer/screening plants will preserve aesthetics of homes in front of Millwood Park development.
- If floors limited to 2, parking lot drainage contained to on site retention, and future development limited to current PD restrictions, this seems like a reasonable use.

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

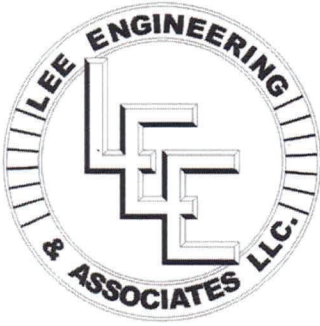
Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Wendy Woods	3446 E. Anne St Ozark	425-941-4784

COMMENTS:

- Are you willing to have a "town meeting" with the residents so we can come to a better conclusion?
- I'm concerned about the plans to make such a large parking lot. Does this mean multiple ^{building} stories and businesses?
- A concern:
Will a poor showing tonight sway your decision on this zoning issue. Could we meet again to hear everyone's opinion?

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



COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
 6401 S Farmers Branch Ave
 Springfield, Missouri

NAME	ADDRESS	PHONE
Cherry Roseman	3443 E Anne St. Omark	417-493-9457

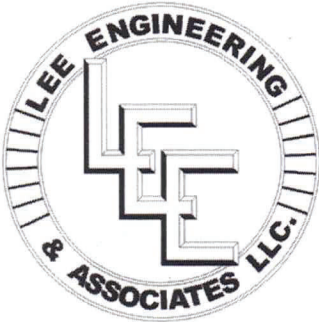
COMMENTS:

- What is the max story level of the building?
- Can Farmers branch handle traffic for a medical office?
- Have they looked at land East of 65 in ~~the~~ with Merry Otho hospital? It seems like that would make a better choice for traffic.
- Farmers Branch already is congested at times due to James River Traffic that shows more traffic in this area ^{Church} could be an issue.

LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Kristine Hawley	3410 E. Anne St	417-734-9349

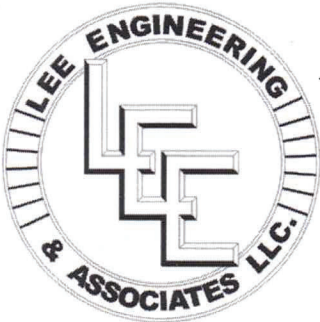
COMMENTS:

1. Reduce the value of property.
2. Traffic increased.
3. Noise levels from construction and mess.
4. Blocking our neighborhood entrance.
5. Height of building.

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TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Ken Crabb	7447 N Lindue St	417-840-2845

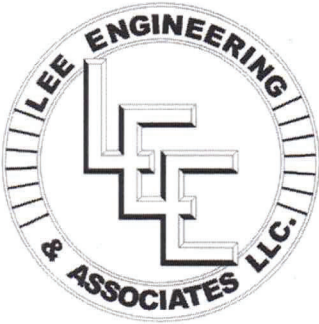
COMMENTS:

I was more interested in the traffic counts but no one knew at this time. I was also interested in how the traffic would be affected sure at turning lanes? I also wanted to know how large the building would be?

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COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
KARL QUINN	3438 E. ANNE ST.	417-860-5288

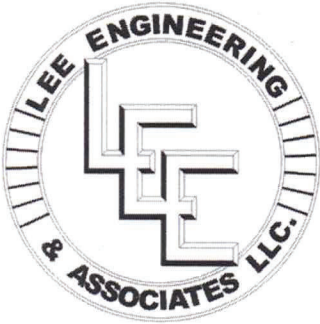
COMMENTS:

- Concerns on a traffic study. What does it show?
- Will the proposed building height allow ~~adequate~~ visibility?
- No real detail on the building.

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TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
WAYNE BOLIN	3415 E ANNE ST OZARK	417-889-7105

COMMENTS:

must limit the number of floors -

must concern traffic flow -

No Hotels...

Hours of business next to residential
area!

Medical OK - if associated with local
medical establishments

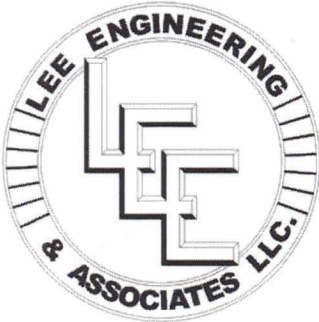
must work with established residential
area

NO large truck traffic -

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TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



COMMENT SHEET

Neighborhood Meeting

May 15, 2023

Re: Rezone from PD 201 to General Retail (GR) with Conditional Overlay District
6401 S Farmers Branch Ave
Springfield, Missouri

NAME	ADDRESS	PHONE
Matt Boh	3419 E. Howe St. Springfield, MO 65721	417-844-9547

COMMENTS:

No - Absolutely No Temporary
Hodging.

Daniel Richards

From: Norbert Laengrich <nlaengrich@mchsi.com>
Sent: Tuesday, May 16, 2023 7:53 PM
To: Daniel Richards
Subject: Re: 6401 S Farmers Branch Rezone
Attachments: FILE9502.png

Hello Daniel,

Thank you for your kind message. I will look forward to receiving your response letter. Yes, I will try to set up a community meeting with you before the June 8th commission meeting.

I will be out of town for the next 4 days, so it will be next week before I can work on setting up the meeting. Thanks again for you team's presentations list night. I think you left a positive impression on most of our homeowners who were there..

Regards,

-Norbert

See signature block below.

Norbert,

It was a pleasure to meet you last night. I am working with the developer on a response letter that I will send to you, which will address the neighborhood concerns as best we can. We had several neighbors mention that they wanted to meet again. Here is the processing calendar. We need to meet before the June 8th P&Z commission meeting so that we can have some time to weigh any additional feedback that we get. Can you discuss with the neighbors and propose some times that would work for you?

Thanks,



Daniel Richards, PE
Lee Engineering & Associates, L.L.C.
1200 E. Woodhurst, Unit D200
Springfield, MO 65804
V (417) 886-9100 | F (417) 886-9336
drichards@leeengineering.biz

Norbert Laengrich

Secretary/Treasurer

Millwood Park Homeowners Association

3411 East Anne Street

Springfield, Missouri

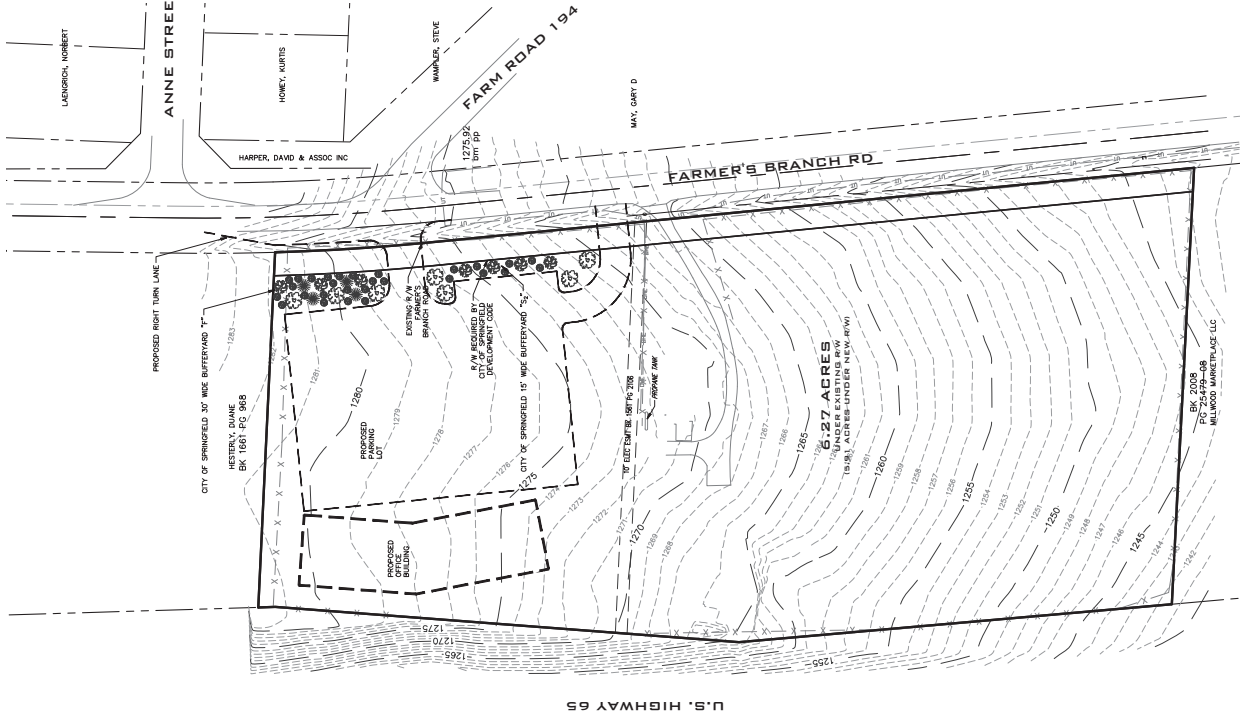
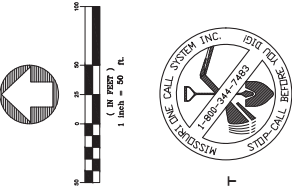
(USPS: Ozark, MO 65721)

1-(417) 882-7377

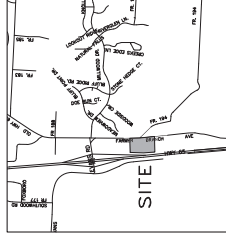
1-(417) 350-9446 - Cell, Text

nlaengrich@mchsi.com

ZONING EXHIBIT
6401 S FARMERS BRANCH



VICINITY MAP
NOT TO SCALE



- LEGEND**
- FOUND IRON PIN
 - SET IRON PIN OR MARKER AS NOTED
 - ▲ RW MARKER
 - BOUNDARY LINE
 - RW LINE
 - SETBACK LINE
 - MEASURED PLAT
 - (M) RECORD
 - (P) RECORD
 - (R) RECORD
 - LIGHT POLE
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER CLEANOUT
 - UTILITY POLE
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - GUY WIRE
 - PHONOCOMMUNICATION MANHOLE
 - CABLE TV FIBER
 - UNDERGROUND PHONE
 - UNDERGROUND PHONE
 - PRIOR OPTIC LINE
 - WATER VALVE
 - WATER METER
 - WATER HYDRANT
 - GAS VALVE
 - GAS METER
 - FENCE LINE (AS NOTED)
 - ROAD SIGN (STOP, SPEED LIMIT, ETC)
- ABBREVIATIONS:**
- TRM TRANSFORMER
 - STV STORMWATER VALVE
 - CI STORMWATER CURB INLET

PROPOSED DEVELOPMENT

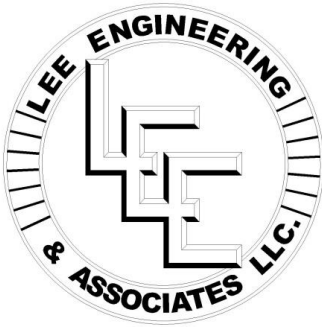
6401 S FARMERS BRANCH AVE
SPRINGFIELD, MO 65804

LEE Engineering & Associates, L.L.C.
1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65804
417-886-9100 (phone)
417-886-9336 (fax)
lee@leeengineering.biz
"Engineering with Integrity"

Missouri State Certificate of Registration
Professional Engineer 0000000004
Professional Engineer 0000000004
Professional Engineer 0000000004



DATE: 2022-05-04
SHEET: 1 of 1
PROJECT: 2145
FILE: 2145 - 6401 S Farmers Branch -
Zoning Exhibit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & LAND SURVEYING

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

June 7, 2023

Dear Property Owners,

To all those who attended the Neighborhood Meeting on June 6th, we appreciate the excellent turnout, courteous conversations, and thoughtful input given on the rezoning of 6401 Farmers Branch Rd.

Below is a detailed list of each comment we received from the neighborhood meeting and how we will address each comment. A copy of this letter will be sent to the City of Springfield.

1. Concerns about light pollution
This development will adhere to the City of Springfield GR zoning requirements. Sec 36-421 (7) (f) of the ordinance outlines lighting requirements in GR zoning and states, "Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards."
2. Are filling stations permitted?
No. Filling stations are not a permitted use in the proposed zoning.
3. What else has the developer developed?
The developers are the owners of KARE Health and Wellness. They have not developed anything else. Andy Sutton does have 15 years of experience in the architecture industry and will be working with top professionals in that industry to develop the property.
4. What will be developed on the property to the south?
We are only rezoning the ~6-acre tract shown (see the attached map). We are proposing a straight rezoning to GR and using a conditional overlay district to take over 2/3 of the allowed uses out which generally matches the existing uses in the PD. We have also removed hotels as a permitted use at the request of the neighborhood. The general development plan is to construct a medical office on the property.
5. What will the hours of operation be?
Current hours of operation are M-F 8 am to 6 pm.
6. How long has KARE Health and Wellness been in business?
KARE began operating in November of 2011
7. What will the material of the parking lot be?
Asphalt or concrete
8. There needs to be consideration on the east side of the road to install additional landscaping on the residential property between the houses and the road.
The developer cannot commit to providing additional landscaping on the neighbor's property. There is an existing row of evergreen trees and landscaping that screens Millwood Park Subdivision from Farmer's Branch Rd (See the attached picture). Additionally, we will be

installing a Buffeyard “F” which will be a robust screen between the parking lot and the residential property across the street. This bufferyard matches the landscaping requirements that were written into the PD in the existing zoning.



Image 1: Existing landscaping screen between 3410 E Anne St and Farmer’s Branch Rd.

9. As long as the hotels were taken out, we are good.
Hotels will not be a permitted use if this zoning passes. If the zoning does not pass, hotels are a permitted use according to the existing PD.
10. We like KARE Health and Wellness as a business. We are concerned about the overnight suites and how guest access is going to be regulated.
The overnight suites will be managed by KARE staff and are only used for patients coming in from out of state or out of country for treatment during the day.
11. Will billboards be allowed in the zoning?
This rezone does not affect the City’s sign regulations. The City of Springfield’s zoning ordinance section 36-454 outlines sign regulations. For a property fronting a freeway, “A premises fronting on a primary arterial, expressway, or freeway shall be allowed a detached sign with an effective area determined by adding 100 square feet to a ratio of two square feet of effective area per lineal foot of frontage along the arterial expressway or freeway. In the case of a double-frontage lot, only the frontage on which the sign is placed shall be used in calculating the effective area.”
12. Where will the entrance be located?
The proposed entrance for the development will be opposing E Farm Rd 194.

13. What style of building will be built?

Neither the proposed GR zoning nor the existing PD zoning have regulations on building materials. The developer cannot commit to architectural features at this time. The architect is Buxton Kubik Dodd, and the intent is to build an attractive and modern medical office much like any typical medical office building seen around town. The proposed building location is set back off of Farmer's Branch Rd to provide visibility along Highway 65, which will create considerable space from Millwood Park Subdivision. Robust perimeter landscaping will create further separation of the development from the residential subdivision.

14. When are the hearings?

See the attached hearing schedule.

15. Will architectural renderings be done anytime soon?

The architectural renderings will not be completed until after the zoning case. Our client has not closed on the property yet.

16. How will the stormwater be handled?

The stormwater does not drain toward the residential subdivisions. It drains to the south. We will provide a detention basin to meet the City of Springfield's stormwater requirements at the time of development.

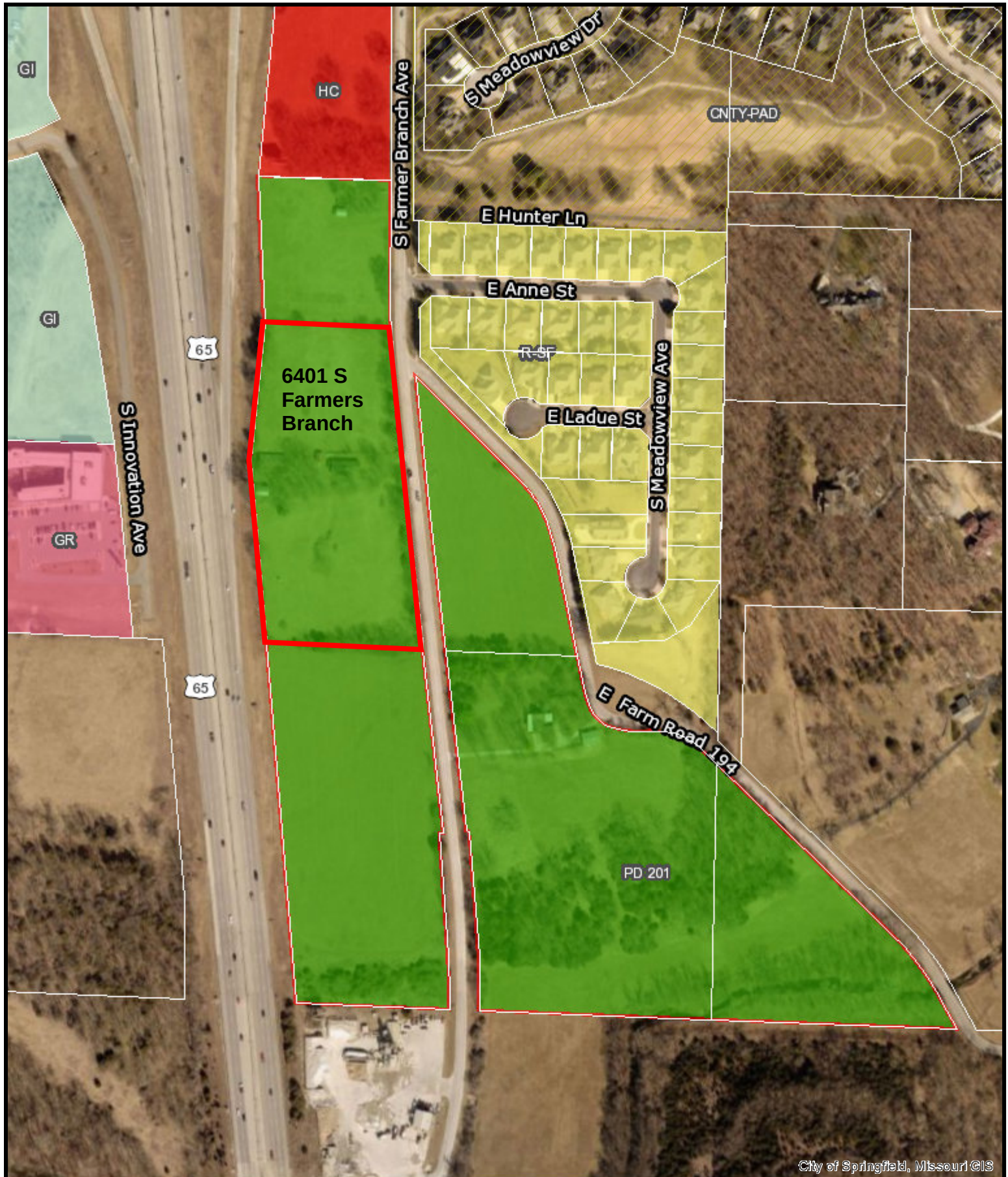
If you have any questions or need additional information, please contact our office. Thank you.

Sincerely,



Daniel Richards

6401 S Farmers Branch Zoning Map





**2023 PROCESSING SCHEDULE DEADLINES
PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW OFFICE**

NOTE: This schedule represents the minimum processing time from the Application Deadline. More complex cases may require more review time. Applications needing sketch plan review by Pre-Development Review (PDR) are encouraged to submit plans prior to the deadline set out below.

PUBLIC HEARING and ADMINISTRATIVE ITEMS REQUIRING COUNCIL APPROVAL - 77 DAY MINIMUM PROCESSING TIME:

Zoning Cases, Planned Developments*, PD Final Development Plans*, Conditional Use Permits* Preliminary Plats* and Dedications.

(Note: An item with an * requires a sketch plan review Pre-Development Review (PDR) prior to application deadline. PDR meets every Wednesday with an application deadline on Monday; approximately 9 days prior to the Wednesday meeting).

PDR SKETCH PLAN *	APPLICATION	NEIGHBORHOOD MEETING ¹	COMMISSION HEARING	COUNCIL HEARING	COUNCIL ACTION
November 22, 2022	December 5, 2022	December 22, 2022	January 12, 2023	February 6, 2023	February 21, 2023
December 5, 2022	January 3, 2023	January 19, 2023	February 9, 2023	March 6, 2023	March 20, 2023
December 27, 2022	January 30, 2023	February 16, 2023	March 9, 2023	April 3, 2023	April 17, 2023
January 30, 2023	February 27, 2023	March 16, 2023	April 6, 2023	May 8, 2023	May 22, 2023
March 6, 2023	April 3, 2023	April 20, 2023	May 11, 2023	June 5, 2023	June 26, 2023
April 3, 2023	May 1, 2023	May 18, 2023	June 8, 2023	July 10, 2023	July 24, 2023
May 8, 2022	June 5, 2023	June 22, 2023	July 13, 2023	August 7, 2023	August 21, 2023
June 5, 2023	July 3, 2023	July 20, 2023	August 10, 2023	September 5, 2023	September 18, 2023
July 3, 2023	July 31, 2023	August 17, 2023	September 7, 2023	October 2, 2023	October 16, 2023
July 31, 2023	August 28, 2023	September 14, 2023	October 5, 2023	November 6, 2023	November 20, 2023
September 5, 2023	October 2, 2023	October 19, 2023	November 9, 2023	December 11, 2023	January 8, 2024**
October 9, 2023	November 6, 2023	November 23, 2023	December 14, 2023	January 22, 2024**	February 5, 2024**

¹Neighborhood meeting letters must be mailed at least ten (10) days prior to the Neighborhood Meeting Deadline

** 2024 dates are tentative

**RELINQUISH EASEMENTS, REQUESTS TO
REQUIRE and DISPOSE, etc.,**

(Administrative items requiring Commission approval only)

38 DAY MINIMUM PROCESSING TIME

APPLICATION	COMMISSION HEARING
December 5, 2022	January 12, 2023
January 3, 2023	February 9, 2023
January 30, 2023	March 9, 2023
February 27, 2023	April 6, 2023
April 3, 2023	May 11, 2023
May 1, 2023	June 8, 2023
June 5, 2023	July 13, 2023
July 3, 2023	August 10, 2023
July 31, 2023	September 7, 2023
August 28, 2023	October 5, 2023
October 2, 2023	November 9, 2023
November 6, 2023	December 14, 2023
December 4, 2023	January 11, 2024**
January 2, 2024**	February 8, 2024**

VACATIONS OF STREETS, ALLEYS and SUBDIVISIONS

70 DAY MINIMUM PROCESSING TIME

PDR SKETCH PLAN *	APPLICATION	COMMISSION HEARING
October 24, 2022	November 7, 2022	January 12, 2023
November 21, 2022	December 5, 2022	February 9, 2023
December 19, 2022	January 3, 2023	March 9, 2023
January 17, 2023	January 30, 2023	April 6, 2023
February 21, 2023	March 6, 2023	May 11, 2023
March 20, 2023	April 3, 2023	June 8, 2023
April 24, 2023	May 8, 2023	July 13, 2023
May 22, 2022	June 5, 2023	August 10, 2023
June 20, 2023	July 3, 2023	September 7, 2023
July 17, 2023	July 31, 2023	October 5, 2023
August 21, 2023	September 5, 2023	November 9, 2023
September 25, 2023	October 9, 2023	December 14, 2023
October 23, 2023	November 6, 2023	January 11, 2024**
November 20, 2023	December 4, 2023	February 8, 2024**

NOTE: Items which require retention of an easement will not be placed on an agenda until it is accepted by the City.

Updated October 2022

Sec. 36-421. - GR - General retail district.

(1) *Purpose.* This district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets. Areas zoned GR are intended to be at least five acres in size unless the zoning is based on an adopted plan or comprehensive zoning scheme.

(2) *Permitted uses.*

(a) Accessory uses, as permitted by section 36-450, accessory structures and uses.

(b) Any residential dwellings existing at the time the district is mapped. As conforming uses, such a dwelling can be expanded or, if destroyed, replaced with another dwelling of the same type within 18 months of being destroyed.

(c) Art galleries, libraries, and museums.

~~(d) Bed and breakfast.~~

~~(e) Catering businesses.~~

(f) Churches and other places of worship, including parish houses and Sunday schools but excluding overnight shelters.

~~(g) Commercial gardens and/or farmers markets with retail and/or wholesale sales on site.~~

~~(h) Commercial off street parking lots and structures.~~

~~(i) Community gardens without retail or wholesale sales on-site in accordance with the performance standards of section 36-470, community gardens.~~

~~(j) Day care centers in accordance with chapter 36, article XI, Springfield City Code.~~

(k) Eating and drinking establishments use group.

~~(l) Entertainment oriented use group.~~

~~(m) Flea markets entirely within enclosed buildings.~~

~~(n) Funeral homes and mortuaries (crematoriums are permitted as accessory uses).~~

(o) General office use group.

~~(p) Household resource recovery collection centers, screened from all residential districts and public rights of way in conformance with section 36-480, screening and fencing.~~

(q) Medical office use group.

(q)

~~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.~~

~~(r) 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.~~

(s) Medical office use group.

(t) Personal services use group.

~~(u) Police and fire stations.~~

~~(v) Private clubs and lodges.~~

~~(w) Public and private parks, playgrounds, and golf courses, including miniature golf courses and driving ranges.~~

(x) Public service and public utility uses, as follows:

1. Tier I wireless facilities in accordance with section 36-466, telecommunication towers;
2. Tier III wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities;
3. Tier IV wireless facilities in accordance with section 36-466, telecommunication towers, provided wireless towers are setback from any residential district at least two feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater; and
4. Water reservoirs, water standpipes, and elevated and ground-level water storage tanks.

~~(y) Residential uses provided such uses are located above the first floor or behind nonresidential uses so as to create a continuous nonresidential facade, on the first-floor level. When a lot has multiple street frontages, first-floor nonresidential uses will be required on the street with the highest classification. All other street frontages may contain residential uses.~~

(z) Retail sales use group.

~~(aa) Schools or development centers for persons with handicaps or development disabilities.~~

~~(bb) Schools, business.~~

~~(cc) Seasonal outdoor sales and related storage as permitted by section 36-452, temporary uses.~~

~~(dd) Short-term rental type 3 in accordance with section 36-473, and subject to conditions in subsection (2)(b) or (y) if applicable.~~

~~(ee) Taxidermists.~~

(ff) Temporary lodging use group.

~~(gg) Temporary uses, as permitted by section 36-452, temporary uses.~~

~~(hh) Temporary vendors as permitted under subsection 36-452(3)(b)2.~~

~~(ii) Towers other than wireless facilities, less than 100 feet in height, and related facilities provided telecommunication towers comply with section 36-466, telecommunication towers.~~

~~(jj) Veterinary clinics, animal hospitals, pet daycare services, pet grooming facilities and kennels.~~

No outside activities shall be permitted for kennels. Veterinary clinics, animal hospitals, pet daycare services and pet grooming facilities may have supervised outside activities, which are defined as having a single animal under the physical control of an individual. All outside activity spaces shall be fully enclosed and screened from adjacent residential uses, districts and all public rights-of-way with a six-foot tall barrier that is in conformance with subsection 36-480(3). No outside activity spaces shall be located within 25 feet of any residential use or district, and all animal waste shall be collected and disposed of on a daily basis.

(3) *Conditional uses.* The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, section 36-363, conditional use permits, of this article.

(a) Automobile service garages.

(b) Automobile service stations.

(c) Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.

(d) Reserved.

(e) Residential uses on the first floor frontage of a building.

(f) Self-service storage facilities.

(g) Tier V wireless facilities in accordance with section 36-466, telecommunication towers.

(h) Towers other than wireless facilities, exceeding 100 feet in height, and related facilities, provided:

1. The maximum height does not exceed 200 feet; and
2. Only one tower is permitted on a lot; and
3. All other provisions of subsection 36-363(10)(b)1. are met.

(4) *Use limitations.*

(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. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows:

1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
- (b) No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses.
 - (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.
 - (d) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
 - (e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
 - (f) Streets through an adjacent residential area 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.
- (5) *Bulk and intensity of use.*
- (a) *Maximum structure height:* None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
 - (b) *Minimum yard requirements* (additional bufferyard may be required by subsection 36-421(8)):
 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, supplemental open space and yard regulations.
 - b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space and yard regulations.
 - c. 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 an approved preliminary plat in accordance with the city's subdivision regulations.
 2. *Side and rear yards:* None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).

However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).

Street Classification	Required Setback from Right-of-Way Center Line
Freeway	150 feet plus the required yard setback
Expressway	65 feet plus the required yard setback
Primary arterial	50 feet plus the required yard setback
Secondary arterial	35 feet plus the required yard setback
Collector	30 feet plus the required yard setback
Commercial/industrial local	30 feet plus the required yard setback
Residential local	25 feet plus the required yard setback
Highway access road	20 feet plus the required yard setback
Downtown streets	Required yard setback from right-of-way line

(6) *Open space requirements.*

- (a) *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, 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.
- (b) *Maximum impervious surface:* The combined area occupied by all main and accessory buildings or structures, parking, loading and other paved areas and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total area

unless modified in accordance with subsection 36-482(15).

(7) *Design requirements.*

- (a) A site plan, meeting the requirements of section 36-363, site plan review, shall be submitted and approved.
- (b) A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All 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, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening and fencing.
- (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.

(8) *Bufferyard requirements.* Whenever any development in a GR district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening and fencing, and 36-482, landscaping and bufferyards.

(Zoning Ord., § 4-3100; G.O. 4519, 6-12-95; G.O. 4570, 11-27-95; G.O. 4852, 11-23-98; G.O. 4925, 9-27-99; G.O. 5094, 7-9-01; G.O. 5127, 10-29-01; G.O. 5585, 7-24-06; G.O. 5665, 4-9-07; G.O. 5744, 3-24-08; G.O. 5773, 8-11-08; G.O. 5843, 11-9-09; G.O. 5861, 2-8-10; G.O. 5879, 7-26-10; G.O. 5880, 7-26-10; G.O. 5928, 4-18-11; G.O. 5952, 10-3-11; G.O. 6001, 6-4-12; G.O. 6048, 5-3-13; G.O. 6058, 6-17-13; G.O. 6094, 1-13-14; G.O. 6413, § 1, 12-11-17; G.O. 6467, § 1(Exh. A), 7-16-18; G.O. 6497, § 1, 1-28-19; G.O. 6528, § 1, 5-20-19)

Daniel Richards

From: Mitzy Bolin <wayne@ftagency.com>
Sent: Wednesday, June 7, 2023 2:36 PM
To: Daniel Richards
Subject: Re: Farmers Branch Rezone

Daniel,

I wanted to take this opportunity to thank you for scheduling two meetings with the Millwood Park neighbors.

Both meetings were very informative. You clearly explained the proposed zoning changes, you listened to our concerns and answered our questions.

Wayne and I were mostly concerned about overnight lodging. We were greatly appreciative when you voiced our concern to the developer and hotels were removed from the request to rezone.

Wayne and I will not stand in opposition to the request to rezone.

Once again, thank you for the professional manner in handling the rezoning request with the Millwood Neighbors. Wayne and I felt that we were heard and our concerns answered in a timely manner.

Mitzy Bolin
3419 E Anne St., Ozark, Mo

On Wed, Jun 7, 2023 at 8:48 AM Daniel Richards <drichards@leeengineering.biz> wrote:

|

--

Thank you so much,

Mitzy Bolin
Escrow Closer
1368 A. East Kingsley
Springfield, MO 65804
Phone - 417-887-8836
Fax - 417-887-1361
License # 0373327

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EXPLANATION TO COUNCIL BILL 2023-177 (HORTON)

FILED: 06/23/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 471 for the purpose of permitting a development project greater than 10,000 square feet of total building floor area and a building greater than three stories in height as a conditional use within the COM-1 – Commercial Street District, generally located at 411 West Commercial Street. (Planning and Zoning Commission recommends denial; staff recommends approval.) (By: Dan Johnson & Associates, LLC; 411 West Commercial Street; Conditional Use Permit No. 471).

PURPOSE: To permit a development project greater than 10,000 square feet of total building floor area and a building greater than 3 stories in height as a Conditional Use Permit within the COM-1 District generally located at 411 West Commercial Street. (Staff recommends approval and Planning and Zoning Commission recommended denial.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 471
The applicant is requesting approval of a development project greater than 10,000 square feet of total building floor area and a building greater than 3 stories in height as a Conditional Use Permit within the COM-1 District generally located at 411 West Commercial Street. The applicant is proposing to develop a multi-use commercial, retail, and residential building at 41,267 square feet of total building floor area.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 1" shall govern and control the use and development of the land in Conditional Use Permit Number 471 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").

Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 4").

Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS: The Planning and Zoning Commission held a public hearing on June 8,



2023, and recommended denial, by a vote of 3 to 6 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:

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. CUP 471 411 West Commercial_ord
2. Requirements_exh A
3. Legal Description_exh B
4. ROP_exh C
5. Staff Report_exh D

One-rdg. _____
P. Hrngs. X
Pgs. 43
Filed: 07-03-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-177

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 471 for the purpose of permitting a
2 development project greater than 10,000 square feet of total building
3 floor area and a building greater than three stories in height as a
4 conditional use within the COM-1 – Commercial Street District,
5 generally located at 411 West Commercial Street. (Planning and
6 Zoning Commission recommends denial; staff recommends approval.)
7 _____
8

9 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
10 Council may grant permits authorizing certain enumerated conditional uses as provided
11 in the various zoning districts; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on June 8, 2023, a copy of the Record of Proceedings from said public
15 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
16 and recommended denial of Conditional Use Permit No. 471 for the property generally
17 located at 411 West Commercial Street and zoned COM-1 – Commercial Street District;
18 and
19

20 WHEREAS, City Council nonetheless finds that sufficient evidence has been
21 presented to satisfy all applicable standards of the Land Development Code for
22 issuance of Conditional Use Permit No. 471; and
23

24 WHEREAS, the granting of such permit is deemed proper, and it is not found to
25 harm the community or injure the value, lawful use, and reasonable enjoyment of
26 properties in the vicinity of 411 West Commercial Street.
27

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

31 Section 1 – City Council adopts the City staff's specific findings of fact on the
32 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
33 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
34 Permit No. 471 is hereby granted in accordance with and subject to the provisions of

35 Section 36-363 of the Land Development Code. Conditional Use Permit No. 471 is
36 granted for the purpose of permitting a development project greater than 10,000 square
37 feet of total building floor area and a building greater than three stories in height as a
38 conditional use within the COM-1 – Commercial Street District, located at the property
39 described in “Exhibit B,” which is attached hereto and incorporated herein by this
40 reference, and which is generally located at 411 West Commercial Street.

41
42 Section 2 – Building permits, certificates of occupancy, and any other required
43 permits or approvals may be issued by the duly authorized officials of the City provided
44 that such issuance is consistent with Section 36-363 of the Land Development Code,
45 any other applicable City regulation or ordinance, and the “Requirements for Conditional
46 Use Permit 471” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is
47 attached hereto and incorporated herein by this reference. Additionally, the provisions
48 contained in “Exhibit D – Attachment 1” and “Exhibit A” shall govern and control the use
49 and development of the land described in “Exhibit B,” in a manner consistent with the
50 attached site plan depicted on “Exhibit D – Attachment 4.”

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

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

59
60 Passed at meeting: _____

61
62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

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

72
73 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 471

1. A 41,267 square foot, mixed-use new building is permitted in conformance with Attachment 5.
2. The 41,267 square foot, mixed-use new building shall comply with all the standards listed in Attachment 2.
3. Per Sec. 36-425 (7)(h), the COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
 - a. Changes in color, texture, and material; or
 - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
 - c. Groupings of windows or fenestration.
 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
 4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
 5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.
 6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.
 7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.
 8. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.

9. The maximum story height for the ground story is 20 feet.
10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.
11. Building materials and colors:
 - a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:
 - (i) Customary brick masonry;
 - (ii) Natural or cast stone;
 - (iii) Oversized brick;
 - (iv) Split-faced block;
 - (v) Architectural pre-cast concrete; and
 - (vi) Accent materials such as glass block and ceramic tiles.
 - b. Façade colors shall have low reflectance. High-intensity, metallic, black, or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 471

Tract 1 – All of the west two (2) feet of lot three (3), and all of lot four (4) and the east eighteen (18) feet of lot five (5) all in block thirty-four (34) in the original plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.

Tract 2 - All of lot thirteen (13) and the west twenty-one (21) feet of lot twelve (12), block thirty-five (35), original plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri, according to the recorded plat thereof.

Tract 3 - All of lots one (1), two (2) and the east twenty-eight (28) feet of lot three (3) in block thirty-four (34) in North Springfield, Greene County, Missouri, according to the recorded plat thereof.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 471

Conditional Use Permit 471
411 West Commercial Street

Applicant: Dan Johnson & Associates, LLC

Mr. Sparlin stated that this is a request for a Conditional Use Permit to allow a development project greater than 10,000 square feet of total building floor area and a building greater than 3 stories in height.

Mr. Pauly asked about the number of residential units and Mr. Sparlin noted that it shows approximately be 42 units.

Mr. Jobe opened the public hearing.

Ms. Chelsea Davison, 305 W. Commercial, developer representing the owner and noted that it will be 42 units of affordable housing and believes it will be complimentary to Commercial Street. She also noted that they have received Landmarks and State Historic Preservation office approval and no issues were brought up at the neighborhood meeting.

Ms. Ridge asked if there will be any commercial spaces on the 1st floor. Ms. Davison noted that there will be commercial on the 1st floor – 5 commercial spaces.

Mr. Scott asked if this will be affordable housing and Ms. Davison clarified that it is.

Mr. Michael Muench, 315 W. Commercial Street noted the considerable issues around parking and would there be enough parking for an additional 42 units.

Ms. Mary Collette, 1539 N. Washington and believes it much larger than any existing buildings with four stories when only three stories are allowed and not providing parking space for the 42 units. She also noted that with \$11M tax dollars (gave out information on funds) they should be able to provide parking and just not district parking to meet their needs and is asking for the developer to “go back to the drawing board” mentioning that it is not fair that they are asking the neighborhood to support due to having parking issues in the district.

Ms. Christine Schilling, 307 E. Commercial and appreciates that the developer has reached out to the neighborhood, but said the problem is parking and she is not only talking for herself, but many of the other merchants and residents and would like them to provide parking for their new development.

Mr. John Oke-Thomas, 5168 South Nettleton is part of the design team and noted that the building does not require parking, but also understands the parking issues along

Commercial Street, however, is willing to talk with the city and everyone to find a best alternative parking.

Mr. Jobe closed the public hearing.

Mr. Colony noted that parking is a concern and thinks someone needs to put a parking garage and start selling parking passes. Believes it is a great thing and will be in support of it.

Mr. Scott noted his similar concerns regarding parking and stated that subsurface of parking under the building in full or part of is not terribly difficult and most places only allow timed parking (i.e., 2 hours, etc.) and would like to see other options explored.

Mr. Pauly noted that parking is an issue and will continue to be an issue and needs to be addressed and commented on the current parking areas and would like the developer to go back and speak with the neighbors and come up with a better solution.

Commission comments/discussion:

Lack of parking.	Moving away from cars (less dependent).	Mixed use developments will continue to evolve.	Need to address the parking issue now.
Can easily walk three blocks to get to a location on Commercial Street.	Need to have a comprehensive parking strategy for Commercial Street.	Should not hold the developer hostage because he's the last guy in line looking for parking.	I'll walk a couple of blocks, but if I'm carrying bags of groceries, etc., I want to park close.

COMMISSION ACTION:

Mr. Knuckles motioned to **adopt** Conditional Use Permit 471 (411 West Commercial Street) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1 to the staff report. Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, and Knuckles. Nays: Broekhoven, Lebeck, Pauly, Ridge, Scott, and Gunther. Abstain: None. Absent: None. **Motion denied.**



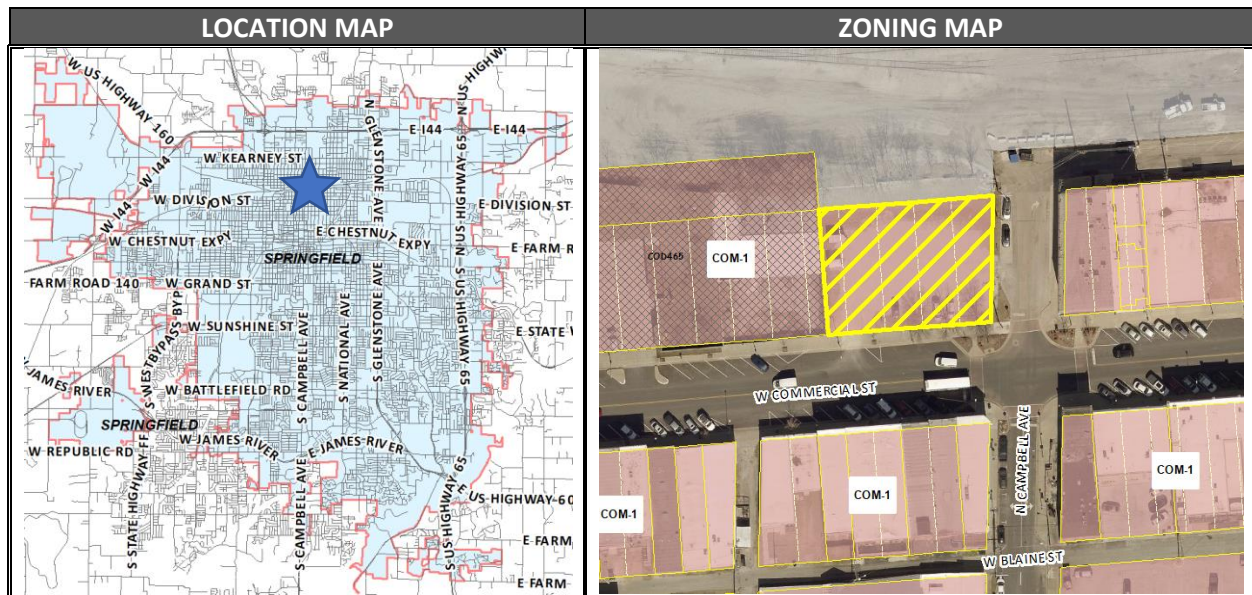
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 471
Location:	411 West Commercial Street
Total Acres:	0.3 acres
Applicant:	Dan Johnson & Associates, LLC
Existing Land Use:	Gravel parking lot & Undeveloped Land
Neighborhood Meeting:	April 18, 2023
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 2023
Public Notification:	Mail, posted property, and legal in Daily Events per COM District
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 471 subject to the conditions listed in Attachment 1 to the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

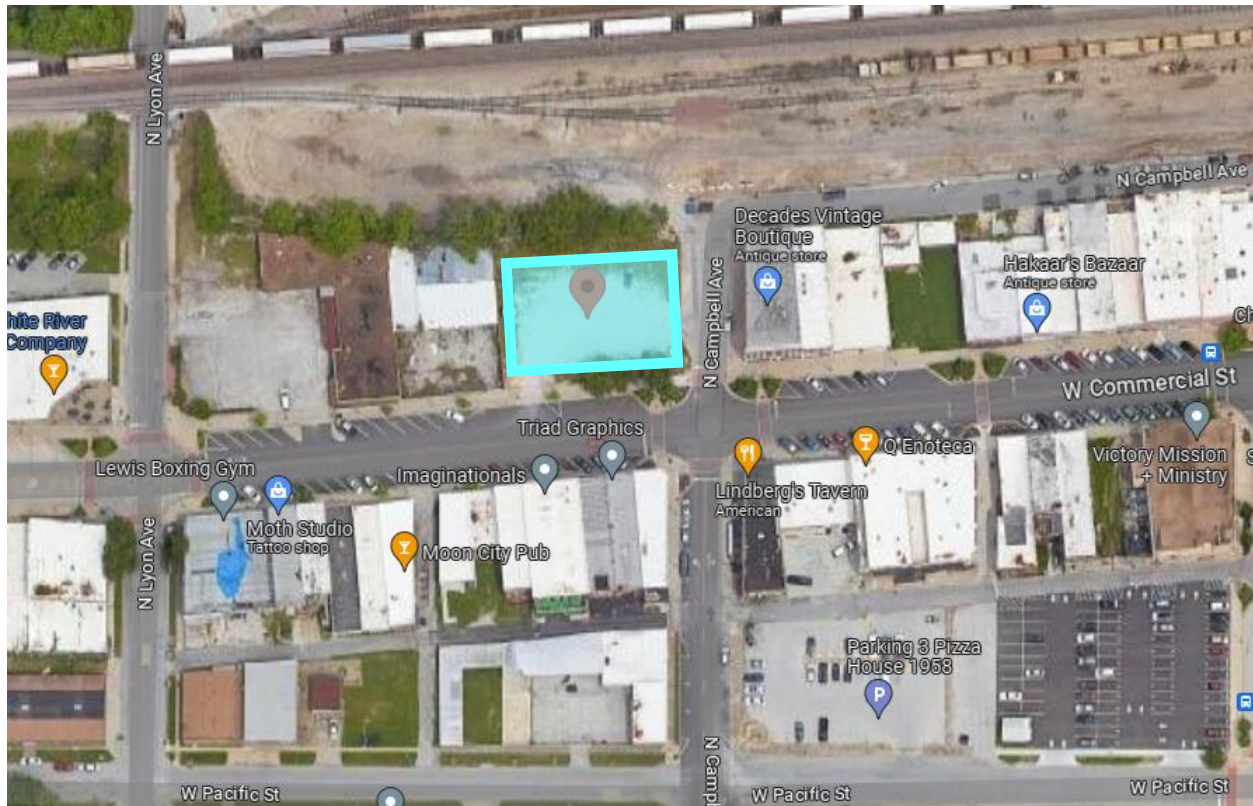
PROJECT SUMMARY:

Request for a Conditional Use Permit to allow a development project greater than 10,000 square feet of total building floor area and a building greater than 3 stories in height generally located at 411 West Commercial Street.



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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



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PROPERTY HISTORY:

The subject property was rezoned from Center City to COM-1 in 2010.

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.

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COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within the Mixed Use placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements. 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. The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

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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	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	Warehousing & 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

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MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	COM-1	COM-1	COM-1
LAND USE	Railroad	Commercial uses	Commercial uses, retail	Vacant building
PLACETYPES	Mixed Use	Mixed Use	Mixed Use	Mixed Use

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed Conditional Use Permit.

CITY UTILITIES:

No issues with the CUP. As mentioned in the questionnaire, CU is working on a design to relocate or underground the existing Electric facilities along the East property line.

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DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with CUP. Public sewer is available.

FIRE DEPARTMENT:

No comments

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

411 W Commercial St is approximately 0.3 acres in area, with 95% of the area consisting of gravel for that last 30 years. The lot drains from north to south onto W Commercial St. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Jordan Creek Lower Branch** 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 or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts**

PW Stormwater has no concerns for the proposed CUP. 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 AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approval by the Director of Public Works. A fee in lieu of detention application may be permissible with Storm Report showing no impacts to the adjacent lots and streets.

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. The redevelopment on this site is below the 1-acre redevelopment threshold.
2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

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DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Commercial Street	Collector	City	30	45	5,667	Yes	Yes	Yes
Street 2	N. Campbell Avenue	Non-Residential Local	City	30	30	NA	Yes	Yes	No

ACCESS - There is currently one driveway access point onto the property from W. Commercial Street and one driveway access point onto the property from N. Campbell Avenue. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are two bus stops along W. Commercial Street near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting approval of a development project greater than 10,000 square feet of total building floor area and a building greater than 3 stories in height generally located at 411 West Commercial Street. The applicant is proposing to develop a multi-use commercial, retail, and residential building at 41,267 square feet of total building floor area.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within the Mixed Use placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements. 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. The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential

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buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

3. The COM-1 district requires a Conditional Use Permit for development projects that exceed 10,000 square feet of total building floor area. Historically, much of Commercial Street was developed on small, and narrow width lots and therefore square footage of buildings were limited. The subject property is under common ownership and larger compared to other lots on Commercial Street.
4. The COM-1 district intends to be a mixed-use district that accommodates a variety of residential, commercial, and light industrial uses. It is intended for the older commercial and light industrial areas fronting and adjacent to a commercial street that tend to accommodate a wide variety of uses. This area initially developed early in the city's history and does not display the characteristics typical of modern suburban development. The city has approved a commercial street redevelopment plan and has approved financing mechanisms to implement that plan. Uses proposed in this district are consistent with the redevelopment strategy. This area is experiencing rehabilitation and redevelopment. This district is intended to accommodate the transition that must occur if this area is to contribute to the vitality of the city while protecting the historic character of the area.
5. The proposed development is within the Commercial Street Historic District, which requires Landmarks Board review and approval of any exterior alterations and new construction. The proposed new development was reviewed and approved by the Landmarks Board on March 8, 2023, which included the site plan, building materials and renderings. The Board found that the proposed project conformed to the adopted review criteria, the *Secretary of the Interior's Standards for Rehabilitation*, the *Commercial Street Design Guidelines* (adopted in 2020), and Sec. 36-404(3)(d)(3), which states:

"For new construction, the landmarks board shall also consider the extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent of this section to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of materials, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof."

6. The COM-1 district requires CUP applications to notify additional groups. Per code, notices were sent to property owners/physical address within 500' radius of the subject property. Additionally, notices were sent to Woodland Heights, Grant Beach, Mid-Town Neighborhood Associations, Commercial Club, Urban District Alliance (now Downtown

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Springfield Association), Commercial Street CID Board. A total of 133 notices were mailed at least 10 days before the neighborhood meeting.

7. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
8. Staff has determined that the requested Conditional Use Permit are 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* Mixed Use 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. 471
REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 471

1. A 41,267 square foot, mixed-use new building is permitted in conformance with Attachment 5.
2. The 41,267 square foot, mixed-use new building shall comply with all the standards listed in Attachment 2.
3. Per Sec. 36-425 (7)(h), the COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
 - a. Changes in color, texture, and material; or
 - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
 - c. Groupings of windows or fenestration.
 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
 4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
 5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.
 6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.
 7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.
 8. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.
 9. The maximum story height for the ground story is 20 feet.
 10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.
 11. Building materials and colors:

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- a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:
 - (i) Customary brick masonry;
 - (ii) Natural or cast stone;
 - (iii) Oversized brick;
 - (iv) Split-faced block;
 - (v) Architectural pre-cast concrete; and
 - (vi) Accent materials such as glass block and ceramic tiles.
 - b. Façade colors shall have low reflectance. High-intensity, metallic, black, or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

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ATTACHMENT 2 STANDARDS FOR CONDITIONAL USE PERMIT NO. 471

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 proposed use will be consistent with the Commercial Street Plan in the Springfield Comprehensive Plan.	The <i>Comprehensive Plan's Land Use & Development</i> chapter identifies the subject property as the Mixed Use placetype.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No, the proposed use will not adversely affect the health, safety, and welfare of the public. Eyes on the street from residents in upper-level apartments, and the activity of the retail spaces should increase security on the west end of commercial street.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes, the proposed use will adequately provide for safety from fire. Developer will comply with IBC 2018 building and fire codes.	The Fire Department has reviewed this request and has no concerns regarding safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No, the proposed use will not increase flood or water damage.	Public Works Stormwater Division has reviewed this request and provided comments in the report above. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No, the proposed use will not exceed typical noise characteristics in the district.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

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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.	No, the proposed use will not affect the established character of the neighborhood due to glare or stationary lights. Measures to shield such lights will be taken.	It is not expected that the proposed use will negatively affect neighborhood districts. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	Yes, the signs for the proposed use will be appropriate for the site.	The development will be subject to the signage standards of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	The signs for the proposed use will not have an adverse effect on adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes, the existing street and pavement width are adequate for the traffic generated by the proposed use.	Public Works Traffic Division has reviewed the application and has determined that 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.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	No, the proposed use will not have substantial adverse effect upon the items listed above or the general health, safety, and welfare of the public.	It is not anticipated that the proposed use will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial uses.
11. The proposed conditional use will be constructed, arranged and operated so as not to	The proposed use will not dominate the immediate vicinity – we are proposing a 4th story, however, the	The standards of the Zoning Ordinance adequately address these issues. The subject property is in an area

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dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	building height overall will compare closely to the surrounding 3 story buildings, and the tall retail storefront along Commercial Street, where the floor-to-floor height is 20'-0", will make the façade feel like a 3- story building, similar to 315 W. Commercial St.	of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No, the proposed use will not affect the natural topographic or physical features of the site.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No, the proposed use will not affect the items listed above.	The proposed development is within the Commercial Street Historic District. The new development was reviewed and approved by the Landmarks Board on March 8, 2023.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk	Yes, this project complies with all other bulk regulations other than the proposed conditional use in this application.	The proposed use is required to comply with applicable regulations regarding lot size, bulk regulations, use limitations and performance standards.

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regulations, use limitations and performance standards.		
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	According to Sec. 36-455. (1), providing off-street parking is not required in Zoning district COM-1. Sec. 36- 456 & Sec. 36-483 applicable requirements will be met.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Not applicable, there are no alleys or access roads on the site.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	Vehicular circulation elements will not be included on the site, and the proposed use will not create hazards to the safety of pedestrian traffic on or off the site.	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.	Developer is currently partnering with the City Utilities of Springfield to reconfigure existing utility lines.	No known interference with any public rights of way or easements are known.

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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.	Not applicable.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	Yes.	This property is already served with public infrastructure and services.

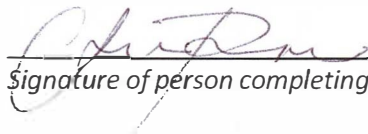
1. Conditional Use Permit for: 411 W Commercial
2. Meeting Date & Time: April 18, 2023 4-630 pm
3. Meeting Location: 305 W Commercial Street
4. Number of invitations that were sent: As provided by planning staff - approximately 120
5. How was the mailing list generated: Planning staff
6. Number of neighbors in attendance (attach a sign-in sheet): 17 signed in, some did not
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.)

Many of the verbal comments were positive in nature, and most of the concerns were related to parking. Given the size of the site (.29 acres) and the requirements for ground level commercial space this project can't support onsite parking. The other comment was related to asking for the extra story, to allow 4 stories instead of 3 through the CUP. We designed the facade to be 3 stories on the front and be similar in height to the adjacent 3 story building. We need the 4th floor to maintain 42 units we committed to for ARPA and HOME funding.

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

Parking seems to be the main issue. We have done our own informal study of the city lots and street parking and have attached a proposed Parking Plan. We also encourage the City, Commercial Club and CID to look at potential for additional parking on railroad property to the north of the site, and to find ways to enforce the 2 hour parking on the street during business hours. See attached parking and security plan.

I, Chelsea Davison (*print name*), attest that the neighborhood meeting was held on 4/18/2023 (*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

CHELSEA DAVISON

Printed name of person completing affidavit



Sankofa Neighborhood Meeting
 April 18, 2023
 Sign In List

Name	Organization	email	phone
Laura Knox		Knocksy6@gmail.com	619 665 9810
Christine Schilling	Mosaic Rose	mosaic2@slcg/dal.net	
Stacey Velez	WHNA		417-895-0247
mona Picon	WHNA		
Mary Gullett	COMMERCIAL CLUB	historicfirehouse@gmail.com	
PAUL Parker	"	parkerpauld@yahoo.com	
Angela Dwan	CID	angela@itsalldowntown	417-413-7423
JEFF BARBER	NAC	JEFFBARCHITECT@GMAIL.COM	417-343-5682
Roy Crisp	MFC	roy@roycrisp.com	919 582 3399
CONNIE R. HINDS	TAME / C-street MERCAT	connie@tamapetmag.com	417 830 8121
Cindy Lesany	Symphony '3	cindyehoo73@gmail.com	417-326-9432
Lyle Q. Foster	Big Menomoni	LFOST8@aol.com	417-763-2146



THE VECINO GROUP
 Development for the greater good.



Sankofa Neighborhood Meeting
 April 18, 2023
 Sign In List

Name	Organization	email	phone
Irene Schaefer	CID, PROP/BUSINESS	schaefer.1112@gmail.com	417 830 0220
Paul Parker	commercial club	parker.paul@yahoo.com	
Michael Brittain	Habitat for Humanity	mbrittain@habitat-springfield-mo.org	
TERESA Emerson	Property owner	TERESA@586cylab.net	417 343 3348
Daniel M. Nalley	Resident	plurification@gmail.com	417 818 6694



THE VECINO GROUP
 Development for the greater good.

April 25, 2023

- e. **List of issues raised, any verbal comments and how applicant plans to respond. If staff determines the developer did not make a serious attempt to address the issues, staff may recommend denial or tabling of the application**

Issues raised:

Parking, number of stories, and exterior materials. Please see attached comment cards.

Responses:

Parking – We will be providing parking through a combination of on street parking for businesses and permit based parking on city lots for residents. Please see attached parking and security plan for expanded response.

Number of stories – The proposed use will not dominate the immediate vicinity – we are proposing a 4th story, however, the building height overall will compare closely to the surrounding 3 story buildings, and the tall retail storefront along Commercial Street, where the floor-to-floor height is 20'-0", will make the façade feel like a 3-story building, similar to 315 W. Commercial St.

Exterior materials – We are considering other material choices to satisfy the concerns of the neighbors.

DATE:	April 18, 2023	Telephone No.	417-413-9423
YOUR NAME:	Angela Duran		
YOUR ADDRESS:	299 E Commercial St		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:

I love it! Thanks for all that you do!

Theres lots of strong voices but there are many

in support. Parking is a concern, but who wants a parking lot taking
- CID STAFF up space in our district!

DATE:	April 18, 2023	Telephone No.	417-343- 1111 5682
YOUR NAME:	JEFF BARBER		
YOUR ADDRESS:	746 S. WELER AVE 65802		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS: ARTICULATION OF THE FACADES IS KEY

→ "THE STYLIZED SOUTH ELEVATION IS A GREAT START
→ EXPLORATION OF A "CORNICHE" OR WALL TERMINATION

CAN BACK OF BUILDING BE BROKEN UP OR ARTICULATED?

PERHAPS STAY W/ MASONRY AND AVOID METAL PANELS.

MIXED USE PARKING IS TIDAL, SO OK.

? ALCOVE UNIT ENTRY DOORS?
TO DEFINE ENTRIES
& BREAK-UP LONG CORRIDOR

DATE:	April 18, 2023	Telephone No.	(917) 582 3399
YOUR NAME:	Ray Crespo		
YOUR ADDRESS:	411 W. Commercial		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:

Y'all looks great. Thank you!

Consider M.C.C. for Phase change material solution

Rg

DATE:	April 18, 2023	Telephone No.	417.830.8121
YOUR NAME:	CONNIE RHOADES HINDS, DIR. C-STREET MERCHANT ASSOC.		
YOUR ADDRESS:	215 W. COMMERCIAL (UPSTAIRS OFFICE - TAME MEDIA)		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:

LARGELY EXCITED + SUPPORTIVE OF THIS PROJECT. ☺
DO FEEL CONCERNS ABOUT TENANTS TAKING UP STREET
PARKING IS VALID. IM HOPING YOU WILL CONTINUE TO BE ☺
GOOD NEIGHBORS AND WORK TO ADDRESS + PREVENT
ANY NEGATIVE AFFECTS TO EXISTING BUSINESS OWNERS
+ RESIDENTS.

THANK-YOU FOR THIS OPEN HOUSE!

DATE:	April 18, 2023	Telephone No.	417 343 3348
YOUR NAME:	TERESA EMERSON		
YOUR ADDRESS:	MAIN CITY & RUBENS		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	STAFF - design / materials / BLDG USE CONCEPTS - NEED TO AT LEAST CONTRIBUTE TO MORE PARKING SPACES		

DATE:	April 18, 2023	Telephone No.	913-558-0585
YOUR NAME:	CHRISTOPHER PERLEY		
YOUR ADDRESS:	2000 N. GRANT AVE SPFD MO 65803		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	None -		

DATE:	April 18, 2023	Telephone No.	417-326-9432
YOUR NAME:	Cindy Usery		
YOUR ADDRESS:	PO Box 14375 Springfield, Mo. 65814 or 426 W Commercial 65801		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	LOVE it! No questions already gave my opinion on green space (glad to see it) & art work. Thank you!		

DATE:	April 18, 2023	Telephone No.	
YOUR NAME:	Lyle D. Foster		
YOUR ADDRESS:	217 E. Commercial		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	I strongly support It is exciting and important to see this vital project being proposed on C Street plus it addresses a vital community need.		

DATE:	April 18, 2023	Telephone No.	417-326-9432
YOUR NAME:	Cindy Usery		
YOUR ADDRESS:	PO Box 14375 Springfield, Mo. 65814 or 426 W Commercial 65801		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	LOVE it! No questions already gave my opinion on green space (glad to see it) & art work. Thank you!		

DATE:	April 18, 2023	Telephone No.	
YOUR NAME:	Lyle Foster		
YOUR ADDRESS:	217 E. Commercial		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	I strongly support It is exciting and important to see this vital project being proposed along C Street plus it addresses a vital community need.		

DATE:	April 18, 2023	Telephone No.	(417) 380-9665
YOUR NAME:	Paul Parker		
YOUR ADDRESS:	1539 N. Washington Springfield 65803		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS: That there is no plan for parking in your plans remains a deep concern of mine. Over all I like your building design and amenities.

DATE:	April 18, 2023	Telephone No.	
YOUR NAME:	MARY COUETTE		
YOUR ADDRESS:			
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:
CANNOT SUPPORT WITHOUT ADDITION OF NEW PARKING - BEST CASE NORTH OF PROJECT ON RR LAND WITH CITY INVOLVEMENT.
COM DISTRICT LIMITS TO 3 STORIES, BELIEVE SHOULD BE UPHELD
LIKE DESIGN - IF WERE 3-STORIES - PROVIDED PARKING - SUPPORT WHOLEHEARTEDLY

DATE:	April 18, 2023	Telephone No.	417-895-0247
YOUR NAME:	Stacey Velez		
YOUR ADDRESS:	1300 W. Atlantic St, Springfield, MO 65803		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:

This opportunity is very exciting. The only concern I have is the parking. Springfield, and especially Zone 1, are in desperate need of affordable housing.

DATE:	April 18, 2023	Telephone No.	
YOUR NAME:	Nona Pieron 417-576-6491		
YOUR ADDRESS:	2000 N. Grant Ave.		
PROJECT ADDRESS:	411 W. Commercial		

COMMENTS:

Love the new vision/changes to the concept -

Much as people are using "Parking" as their deciding factor for support - I'm not one of those. Our lack of parking is not going to be solved with this, or any other single project. I'm sure you will be continuing to work on the issue - but I will Not be withholding support. You're doing a great job of involving your neighbors, and that alone goes a long way in gaining support.

DATE:	April 18, 2023	Telephone No.	
YOUR NAME:			
YOUR ADDRESS:			
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	NO PARKING!! How to shop? laundry? GO AFTER BUILDING (1 ONE) BLOCK SOUTH		

DATE:	April 18, 2023	Telephone No.	619 663 9810
YOUR NAME:	LAURA KNOX		
YOUR ADDRESS:	315 W Commercial		
PROJECT ADDRESS:	411 W. Commercial		
COMMENTS:	Parking Concern I park in the gravel lot. Very informational - THANK you for the informative time		

Parking and Security Plan

The Commercial Street District does not require developments to provide parking. The district does ask for a parking plan for projects over 10,000 sf. Here is our parking plan:

The neighborhood has a walkscore of 71 (most errands can be done in walking distance), there are two bus stops within a block. A parking permit process exists for resident overnight parking. So far, our count over the last week (different days and times) is that of the 121 city parking lot spaces, there are about 73 spaces vacant on average. This does not count street parking in the 2-hour zones which are mostly vacant after business hours as well and are available except between 8am and 5 pm. *Our parking plan is to provide our residents with the application process for after-hours parking permit through the City's Licensing Department. They can then use the city lots and on-street parking outside of the 2-hour parking limits.*

We believe there is sufficient public parking available for additional development on Commercial Street. Over the last couple of weeks. We have been monitoring the 3 city lots south of Commercial Street between Campbell and Jefferson and counting available parking on different days and times. There are 121 parking spaces among the three lots and the average vacancy rate in those lots is about 75% or 91 parking spaces. (See attached map and report) This does not count street parking that is available to residents after hours. We will continue to monitor and count these to have more data to report at the P&Z meeting.

We encourage the City, CID and Commerical Club to take further steps to look at future parking needs in the area:

- 1 – Commission a parking study like is being done downtown.
- 2 – Consider enforcement of the 2-hour parking through ticketing, parking meters or both
- 3 – Re-engage with the railroad to explore expansion of Frisco Lane parking to the west

For security, access control will be included for the ground level residential entry doors. Exterior surveillance cameras will be available covering Commercial Street and Campbell Avenue as well as residential / interior areas of the project. The exterior cameras will be made available to access by the Springfield Police Department. Commercial spaces will have their own entrances managed by each tenant.

C Street Parking Counts

1:00 pm counts

4/12/2023	Total	Used	Available	
Lot A	40	17	23	
Lot B	36	9	27	
Lot C	45	16	29	
	121	42	79	65% Vacant

6:00 am counts

4/13/2023	Total	Used	Available	
Lot A	40	7	33	3 personal 4 commercial
Lot B	36	6	30	
Lot C	45	3	42	
	121	16	105	87% Vacant

4:00 PM

4/13/2023	Total	Used	Available	
Lot A	40	17	23	1 commercial
Lot B	36	4	32	
Lot C	45	11	34	
	121	32	89	74% Vacant

10:00 AM

4/14/2023	Total	Used	Available	
Lot A	40	17	23	2 commercial
Lot B	36	8	28	
Lot C	45	11	34	
	121	36	85	70% Vacant

4/14/2023	Total	Used	Available
Lot A	40		40
Lot B	36		36
Lot C	45		45
	121	0	121

7:30 am Saturday

4/15/2023	Total	Used	Available	
Lot A	40	14	26	7 commercial
Lot B	36	6	30	
Lot C	45	10	35	
Total	121	30	91	75% Vacant

6:15 pm Saturday

4/15/2023	Total	Used	Available	
Lot A	40	28	12	5 commercial vehicles
Lot B	36	9	27	
Lot C	45	22	23	
	121	59	62	51% Vacant

Street D	10	2	8	
Street E	6	2	4	
Street F	10	4	6	
Street G	10	1	9	
Total	36	7	27	75% Vacant
GRAND TOTAL	157	37	118	75% Vacant

Street D	10	3	7	
Street E	6	2	4	
Street F	10	4	6	
Street G	10	3	7	
Total	36	9	24	67% Vacant
GRAND TOTAL	157	68	86	55% Vacant

11:30 AM

4/16/2023	Total	Used	Available	
Lot A	40	15	25	7 commercial
Lot B	36	5	31	
Lot C	45	15	30	
	121	35	86	71% Vacant

Street D	10	0	10	
Street E	6	6	0	
Street F	10	4	6	
Street G	10	4	6	
Total	36	14	22	61% Vacant
GRAND TOTAL	157	49	108	69% Vacant

7:15 AM

4/17/2023	Total	Used	Available	
Lot A	40	9	31	6 commercial
Lot B	36	3	33	
Lot C	45	3	42	
	121	15	106	88% Vacant

Street D	10	0	10	
Street E	6	4	2	
Street F	10	5	5	
Street G	10	1	9	
Total	36	10	26	72% Vacant
GRAND TOTAL	157	25	132	84% Vacant

7:45 AM

	4/18/2023 Total	Used	Available	
Lot A	40	13	27	6 commercial
Lot B	36	2	34	
Lot C	45	6	39	
	121	21	100	83% Vacant
Street D	10	0	10	
Street E	6	5	1	
Street F	10	5	5	
Street G	10	1	9	
Total	36	11	25	69% Vacant
GRAND TOTAL	157	32	125	80% Vacant

645 AM

	4/19/2023 Total	Used	Available	
Lot A	40	11	29	6 commercial
Lot B	36	2	34	
Lot C	45	6	39	
	121	19	102	84% Vacant
Street D	10	0	10	
Street E	6	5	1	
Street F	10	5	5	
Street G	10	1	9	
Total	36	11	25	69% Vacant
GRAND TOTAL	157	30	127	81% Vacant

75% Vacancy in City Lots
91 Available spaces on average



A100

80' R.O.W.
PUBLIC

CAMPBELL AVENUE
60' R.O.W.
PUBLIC
ASPHALT

1 ARCHITECTURAL SITE PLAN
1/8" = 1'-0"

$$1/8'' = 1'-0''$$

Page 562 of 650



EXPLANATION TO COUNCIL BILL 2023-178 (JENSON)

FILED: 06/21/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue for the purpose of accommodating construction of improvements at said location. (Planning and Zoning Commission and staff recommend approval.)

PURPOSE: Request to relinquish sanitary sewer easements generally located at 3745 South Broadway Avenue in Springfield, Missouri. (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION: RELINQUISH EASEMENT NUMBER 937

The applicant is requesting to relinquish a sanitary sewer easement in order to accommodate construction of a new gymnasium and storm shelter at Horace Mann Elementary School. A replacement sanitary sewer easement is to be dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

CONDITIONS:

If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be



relinquished will remain.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on June 8, 2023, and recommended approval, by a vote of 9 to 0, that this request be forwarded to Council with a recommendation for approval. The Commission could not approve the request because of the conditions being set forth.

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

Submitted By: Andrew Menke, Assistant Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. RE 937_3745 S Broadway_ord
2. RE 937_exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 07-03-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-178

SPECIAL ORDINANCE _____

AN ORDINANCE

1 RELINQUISHING certain sanitary sewer easements located at 3745 South Broadway
2 Avenue for the purpose of accommodating construction of
3 improvements at said location. (Planning and Zoning Commission and
4 staff recommend approval.)
5 _____
6

7 WHEREAS, an application has been submitted requesting that the City relinquish
8 certain sanitary sewer easements located at 3745 South Broadway Avenue, said request
9 being generally referred to as Relinquishment 937; and
10

11 WHEREAS, the purpose of such request is to accommodate the construction of a new
12 gymnasium and storm shelter at Horace Mann Elementary School, and applicant is to
13 dedicate a replacement easement through a separate instrument; and
14

15 WHEREAS, the Planning and Zoning Commission, at their meeting on June 8, 2023,
16 recommended approval of the relinquishment request; and
17

18 WHEREAS, City Council finds that, provided the conditions set forth in this Ordinance
19 are fully complied with, the relinquishment requested by the applicant is appropriate, and
20 City Council thereby desires to relinquish said easements consistent with the provisions of
21 this Ordinance.
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 relinquishes certain sanitary sewer easements
27 located at 3745 South Broadway Avenue, said easements being more fully described in the
28 legal descriptions set forth in “Exhibit A – Attachment 3,” which “Exhibit A” is attached hereto
29 and incorporated herein in its entirety, provided that said relinquishment shall not become
30 effective until applicant completes the public improvements to the proposed sanitary sewer
31 easement area, as set forth in “Exhibit A – Attachment 4,” and the construction of those
32 improvements (the new sewer easement) is accepted by the City. If this condition is not

33 completed within one (1) year from City Council's approval, then said approval is null and
34 void, and the sanitary sewer easement requested to be relinquished will remain.
35

36 Section 2 – Upon the Director of Planning and Development certifying in writing to the
37 City Clerk that the conditions contained in Section 1 of this Ordinance have been fully
38 complied with, this Ordinance shall be in full force and effect.
39

40 Passed at Meeting: _____
41

42 _____
43 Mayor
44

45 Attest: _____, City Clerk
46

47 Filed as Ordinance: _____
48

49 Approved as to Form: Jill Bennis, Assistant City Attorney
50
51

52 Approved for Council Action: Jason A. Hays, City Manager
53

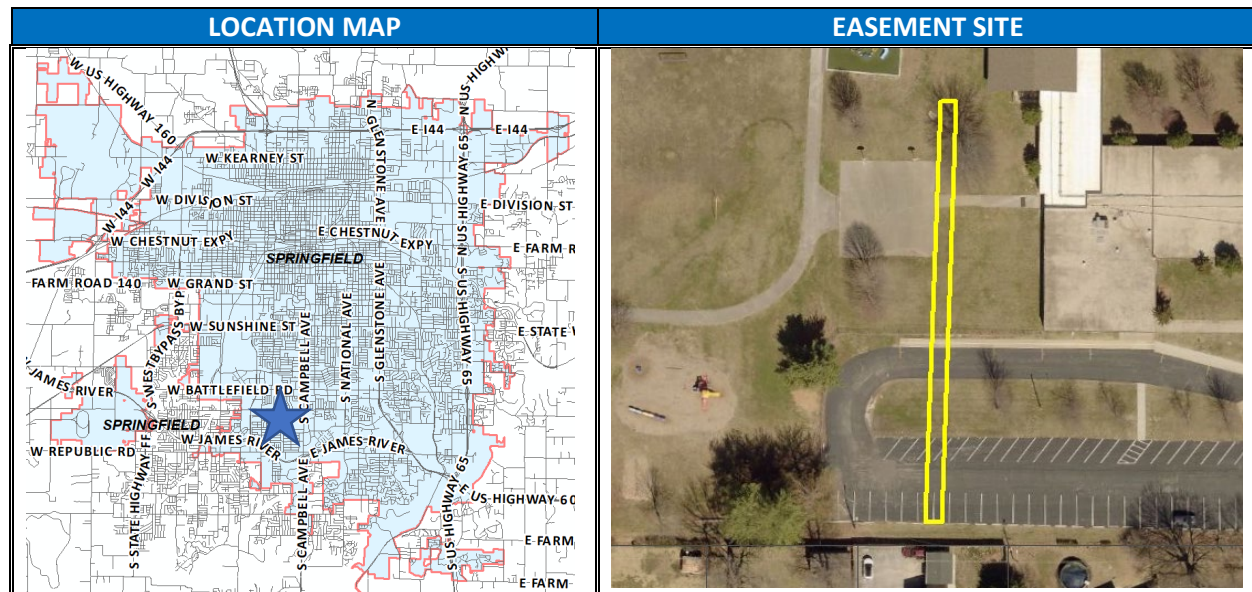
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Relinquishment of Easement 937
Location:	3745 South Broadway Avenue
Total Acres:	0.06 acres
Applicant:	School District of Springfield R-12
Existing Land Use:	Elementary school
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 2023
Staff:	Andrew Menke, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to authorize the relinquishment of the sanitary sewer easement identified in the staff report for Relinquishment of Easement 937. (All commission motions are made in the affirmative.)
Required Vote:	Five (5) voting members to approve or deny.

PROJECT SUMMARY:

The applicant, School District of Springfield R-12, is requesting to relinquish a sanitary sewer easement to facilitate the development of the property at Horace Mann Elementary School. A replacement easement is to be dedicated. The relinquishment of the easement is contingent upon the construction of public improvements.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
 - (1) No one has objected to the relinquishment of the easement.
 - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
 - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

ATTACHMENT 1: DEPARTMENT COMMENTS

- 1. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
Approved.
- 2. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:
Approved.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission has the authority to relinquish easements if the relinquishment does not affect public utilities.
3. No one has objected to this request to date.

CONDITIONS:

A. If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

STAFF RECOMMENDATION:

1. Staff recommends approval with conditions based on the finding of facts above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the relinquishment is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the relinquishment is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2: REQUIREMENTS FOR APPROVAL

TABLE A

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and do not object to the relinquishment of the subject easement. The applicant is dedicating a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	The retention of the subject easement no longer serves a public purpose. The applicant is to dedicate a replacement easement through a separate instrument.

ATTACHMENT 3: LEGAL DESCRIPTION

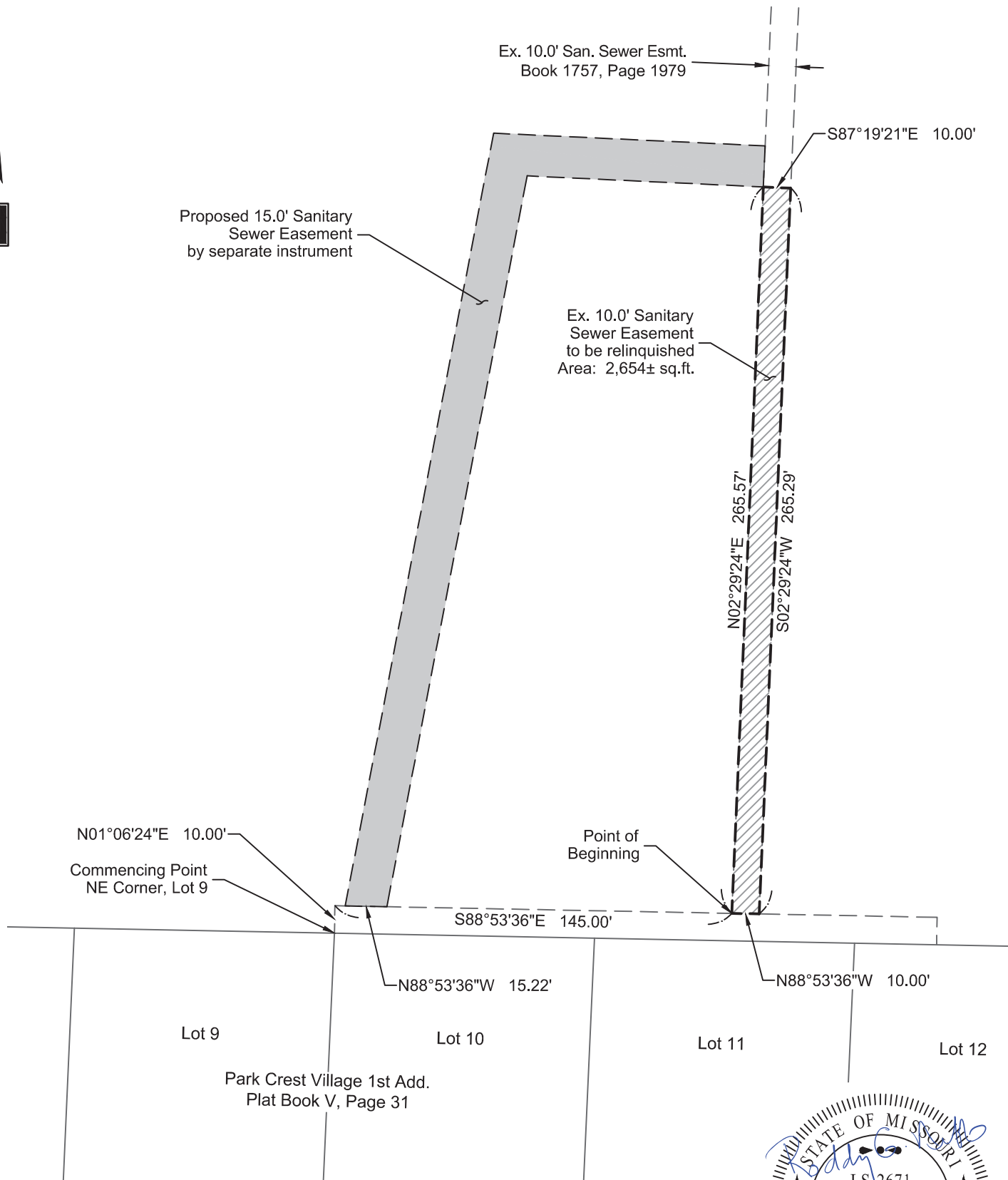
A 10.0' SANITARY SEWER EASEMENT TO BE RELINQUISHED:

All of that part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 11, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of a sanitary sewer easement recorded in the Greene County Recorder's Office in Book 1757 at Page 1979, and being more particularly described as follows:

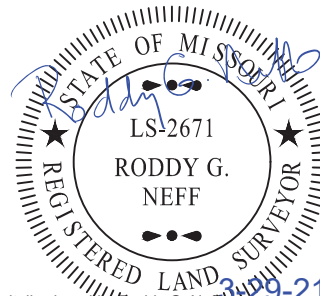
COMMENCING at the Northeast corner of Lot 9, of Park Crest Village First Addition, a subdivision recorded in Plat Book V at Page 31; thence N01°06'24"E, along said existing sanitary sewer easement, a distance of 10.00 feet; thence S88°53'36"E, along said existing sanitary sewer easement, a distance of 145.00 feet for a POINT OF BEGINNING; thence N02°29'24"E, along said existing sanitary sewer easement, a distance of 265.57 feet; thence S87°19'21"E, a distance of 10.00 feet; thence S02°29'24"W, along said existing sanitary sewer easement, a distance of 265.29 feet; N88°53'36"W, along said existing sanitary sewer easement, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 2,654 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

DWG: C:\Users\carold\Documents\CAD\project_shortcuts\021-01867 Mann ES\SRV\Sheets\V_ESM_RELQ_02101867.dwg
 DATE: Mar 29, 2021 12:38pm
 USER: carold
 XREFS: V_XBNDY_02101867



This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



Digitally signed by Roddy G. Neff
 Date: 2021.03.29 13:53:21-0500

PROJECT NO: 021-01867

DRAWN BY: CDA

DATE: 03.29.21

SANITARY SEWER
 EASEMENT RELINQUISHMENT
 HORACE MANN ELEMENTARY SCHOOL

olsson

Olsson, Inc. Survey MO
 Certificate of Authority #LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B



EXPLANATION TO COUNCIL BILL 2023-179 (HOSMER)

FILED: 06/23/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$143,679, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

PURPOSE: Amending the City's Fiscal Year 2022-2023 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$143,679.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2022-2023 ended on June 30, 2023, the books remain open for year-end entries.

The Fiscal Year 2022-2023 year-end budget adjustment includes a revenue and expense adjustment of \$123,504 for reimbursements. This year's reimbursements include funds from Greene County, Republic, and Nixa for Niche software, hazardous materials release reimbursement, developer escrow payments, sale of City gear items, and insurance settlements.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2022-2023; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

Adjustments between departments must be approved by City Council. Fiscal Year 2022-2023 includes moving the probation budget from the Law department, back to Municipal Court. This change was reflected in the Fiscal Year 2023-2024 budget. Finally, the funding approved for the employee referral program specially for Police, is moved from the Human Resources department to the Police budget.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2022-



2023 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2022-2023 budget.

Submitted By: Teresa Allen, Budget Coordinator

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

Collin Quigley, Deputy City Manager 6/27/2023

Attachments:

1. GF 22-23 Year End BA_ord
2. Exhibit A -FY23 Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-03-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-179

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2022-2023 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$143,679, for the purpose of adjusting for certain reimbursements and
4 associated offsetting expenses, adjusting the salary budget for retirement
5 payouts, and adjusting interdepartmental budgets.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2022-2023 operating budget for the General Fund
15 needs to be adjusted for revenue and expenses of \$143,679 for reimbursements, salary
16 budget adjustments for retirement payouts, and interdepartmental adjustments.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2022-2023 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 068, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
068

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15050	414110	000000	00000	\$ 29,123	Fire - Insurance reimbursments
10110	10	15050	414110	000000	00000	4,832	Fire - Hazmat release reimbursment
10110	18	97510	413030	000000	00000	84,495	Police - Outside agencies reimbursement for Niche
10110	19	20010	414110	000000	00000	4,465	PIO - Sale of City gear
10110	20	71010	410010	000000	00000	9,001	Public Works - Developer escrow interest payments
10110	20	74020	414110	000000	00000	11,763	Public Works - Insurance reimbursments
Net Revenue Adjustment						\$ 143,679	

Expenditures:

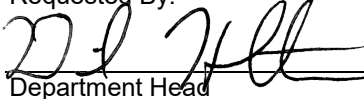
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15050	501820	000000	00000	\$ 29,123	Fire - Insurance reimbursments
10110	10	15050	501260	000000	00000	4,832	Fire - Hazmat release reimbursment
10110	18	97510	504580	000000	00000	84,495	Police - Republic and Greene Co. reimbursement for Niche
10110	19	20010	501260	000000	00000	4,465	PIO - Sale of City gear
10110	20	71010	509340	000000	00000	9,001	Developer escrow interest payments
10110	20	74020	501190	000000	00000	11,763	Public Works - Insurance reimbursments
10110	05	12010	500110	000000	00000	20,000	City Clerk- Salaries
10110	06	13010	500110	000000	00000	(90,000)	City Manager - Salaries
10110	10	15020	500110	000000	00000	120,000	Fire - Salaries
10110	15	19020	500110	000000	00000	(100,000)	Municipal Court - Salaries
10110	17	60150	500110	000000	00000	10,000	Planning - Salaries
10110	19	20010	500110	000000	00000	40,000	Public Information Office - Salaries
10110	04	11040	500110	000000	00000	(108,523)	Moved Probation from Law, back to Muni Court (Salaries)
10110	04	11040	504580	000000	00000	(10,582)	Moved Probation from Law, back to Muni Court (Supplies)
10110	15	19030	500110	000000	00000	108,523	Moved Probation from Law, back to Muni Court (Salaries)
10110	15	19030	504580	000000	00000	10,582	Moved Probation from Law, back to Muni Court (Supplies)
10110	12	16010	500110	000000	00000	(10,000)	Moved employee referral funding from HR to Police budget
10110	18	97510	500110	103070	00000	10,000	Moved employee referral funding from HR to Police budget
Net Expenditure Adjustment						\$ 143,679	

Fund Balance Appropriation:

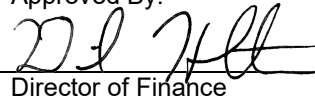
Fund	Title	Amount

Explanation: To amend the fiscal year end 2022-23 budget for the General Fund.

Requested By:

 7-03-2023
Department Head Date

Approved By:

 7-03-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-179
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-180 (HARDINGER)

FILED: 06/23/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2022-2023 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$663,807, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

PURPOSE: Amending the City's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$663,807 in various Special Revenue Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2022-2023 ended on June 30, 2023, the books remain open for year-end entries.

The Fiscal Year 2022-2023 year-end budget adjustment includes \$544,580, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code.

The Fire department received \$28,778 from MSU SMOG (Southwest Missouri Council of Governments) for travel reimbursement and \$458 for recycling smoke alarms. The Police department received \$1,560, for the sale of brass from spent ammunition and \$59,406 in insurance reimbursements. The Public Information Office received \$16,703 in Route 66 merchandise sales and other reimbursements not anticipated during the budget process. Finally, Public Works received \$12,321 in insurance reimbursements for the 1/4 cent and 1/8 cent funds.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2022-2023 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue funds. These funds are designated for a specific purpose and must be used only for this purpose.

Submitted By: Teresa Allen, Budget Coordinator



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

Collin Quigley, Deputy City Manager 6/27/2023

- Attachments:**
1. Non GF 22-23 Year End BA_ord
 2. Exhibit A- FY23 Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-03-22

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-180

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2022-2023 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$663,807, in
3 various Special Revenue and Capital Project Funds, for the purpose of
4 accounting for certain reimbursements and associated offsetting expense
5 items.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2022-2023 operating budget for various Special
15 Revenue and Capital Project Funds needs to be adjusted for reimbursements and
16 associated offsetting expense items by increasing both revenue and expenses in the
17 amount of \$663,807.
18

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

22 Section 1 – The budget of the City of Springfield for Fiscal Year 2022-2023 is
23 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
24 No. 069, a copy of which is attached hereto and incorporated herein by this reference
25 as “Exhibit A.”
26

27 Section 2 – City Council finds the budget adjustment has been recommended by
28 the City Manager and that the budget adjustment made herein is necessary to reconcile
29 differences between budgeted revenues and expenditures and actual revenues and
30 expenditures.
31

32 Section 3 – City Council hereby directs the City Manager to cause the
33 appropriate accounting entries to be made in the books and records of the City.

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
069

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	\$ 544,580	BDS - Fire Escrow Fund payouts
22630	10	15070	414110	000000	00000	28,778	Fire HazMat Fund - Reimbursement for travel expenses
22690	10	15080	416020	103084	00000	458	Fire State of Mo Fund- Smoke alarm recycle program
25060	18	97590	413100	000000	00000	1,560	Police Special Revenue Fund- Sale of brass
25010	18	90100	414110	000000	00000	59,406	Police Law Enforcement Sales Tax Fund - Insurance Reimb.
23640	19	20120	414110	000000	00000	16,703	PIO Route 66 Fund - Merchandise sales and reimbursements
41100	20	73020	414110	000000	00000	10,082	Public Works Capital Improv. Sales Tax - Insurance Reimb.
40055	20	73020	414110	000000	00000	2,239	Public Works Transportation Sales Tax - Insurance Reimb.
Net Revenue Adjustment						\$ 663,807	

Expenditures:

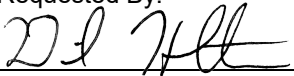
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	\$ 544,580	BDS - Fire Escrow Fund payouts
22630	10	15070	501190	000000	00000	28,778	Fire HazMat Fund - Reimbursement for travel expenses
22690	10	15080	501260	103084	00000	458	Fire State of Mo Fund- Smoke alarm recycle program
25060	18	97590	501190	000000	00000	1,560	Police Special Revenue Fund- Sale of brass
25010	18	90100	501190	000000	00000	59,406	Police Law Enforcement Sales Tax Fund - Insurance Reimb.
23640	19	20120	504580	000000	00000	16,703	PIO Route 66 Fund - Merchandise sales and reimbursements
41100	20	73020	509110	000000	00000	10,082	Public Works Capital Improv. Sales Tax - Insurance Reimb.
40055	20	73020	509110	000000	00000	2,239	Public Works Transportation Sales Tax - Insurance Reimb.
Net Expenditure Adjustment						\$ 663,807	

Fund Balance Appropriation:

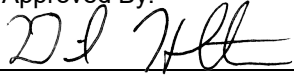
Fund	Title	Amount

Explanation: To amend the fiscal year end 2022-23 budget for reimbursements received for various funds.

Requested By:


Department Head 7-03-2023
Date

Approved By:


Director of Finance 7-03-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-180
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

EXPLANATION TO COUNCIL BILL 2023-181 (SIMPSON)

FILED: 06/21/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance accepting new right-of-way and an extension of South Florence Avenue, generally located at 1131 East Washita Street, connecting South Florence Avenue to East Washita Street. (Planning and Zoning Commission and staff recommend approval.)

PURPOSE: To accept new right-of-way generally located at 1131 East Washita Street that is to serve as an extension of Florence Avenue. (Planning and Zoning Commission and staff recommend approval.)

BACKGROUND INFORMATION: OFFER TO DEDICATE Number 109

Lester E. Cox Medical Centers is offering to dedicate the property generally located at 1131 East Washita Street as public right-of-way. The house at this location has been demolished and an extension of Florence Avenue has been built to City standards. The extension connects Florence Avenue to Washita Street. The purpose of the connection is to enhance the safety and reduce congestion at the high-volume intersection at Sunshine Street and National Avenue while also providing additional access to the properties on Florence Avenue.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is offering to dedicate property as public right-of-way for an extension of Florence Avenue.
2. The extension has been built, permitted, and inspected to ensure the street meets City standards.
3. The purpose of the connection is to enhance the safety and reduce congestion at the high-volume intersection at Sunshine Street and National Avenue. Goal #2 of the Transportation & Mobility chapter of Forward SGF calls to "increase safety for all users of the transportation system".
4. The Planning and Zoning Commission determined at the June 8th, 2023, meeting, that the offer to dedicate was consistent with the master plan (Comprehensive Plan Forward SGF).
5. No one objected to this request at the time the staff report was published, however at the Planning and Zoning Commission meeting the item was requested to be removed from the consent agenda by a citizen. No one spoke at the public hearing, however, additional comments were received after the meeting and are attached in "Exhibit D."



The Planning and Zoning Commission held a public hearing on June 8th, 2023, and recommended approval, by a vote of 9 to 0, of the proposed dedication on the tract of land described on the attached sheet.

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

Submitted By: Andrew Menke, Assistant Planner

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

Maurice S. Jones, Deputy City Manager 7/3/2023

Attachments:

1. Offer to Dedicate 109_ord
2. Legal Description_exh A
3. ROP_exh B
4. Staff Report_exh C
5. Comments_exh D

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 07-03-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-181

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ACCEPTING new right-of-way and an extension of South Florence Avenue,
2 generally located at 1131 East Washita Street, connecting South
3 Florence Avenue to East Washita Street. (Planning and Zoning
4 Commission and staff recommend approval.)
5 _____
6

7 WHEREAS, Lester E. Cox Medical Centers has offered to dedicate the property
8 generally located at 1131 East Washita Street as public right-of-way; and
9

10 WHEREAS, an extension of South Florence Avenue connecting South Florence
11 Avenue to East Washita Street has been built to City standards on the property
12 generally located at 1131 East Washita Street to provide additional access to properties
13 on Florence Avenue and to enhance safety and reduce congestion at the high-volume
14 intersection of East Sunshine Street and South National Avenue; and
15

16 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
17 Missouri, held a public hearing on June 8, 2023, and recommended approval of the
18 offer to dedicate the property generally located at 1131 East Washita Street as public
19 right-of-way, a copy of the Record of Proceedings from said public hearing being
20 attached hereto and incorporated herein by this reference as "Exhibit B."
21

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

25 Section 1 – City Council accepts the new right-of-way and the extension of South
26 Florence Avenue as described in "Exhibit A," which is attached hereto and incorporated
27 herein by this reference.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after its
30 passage.
31

32 Passed at meeting: _____
33

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
OFFER TO DEDICATE No. 109

ALL BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, CAINYON COURT,
THENCE EAST FIFTY-SIX AND NINE TENTHS FEET, THEN NORTH 166.8 FEET,
THENCE WEST 56.9 FEET; THENCE SOUTH 166.8 FEET TO THE PLACE
BEGINNING, BEING PART OF THE NORTHEAST QUARTER OF SECTION THIRTY-
SIX, TOWNSHIP TWENTY-NINE, RANGE TWENTY-TWO, EXCEPT PART DEEDED
IN BOOK 843 PAGE 115 IN GREENE COUNTY, MISSOURI.

EXHIBIT B

RECORD OF PROCEEDINGS
OFFER TO DEDICATE #109

Planning and Zoning Commission – June 8, 2023

Offer to Dedicate 109 (*requested to remove from consent agenda*)

1131 East Washita Street

Applicant: City of Springfield

Mr. Hosmer states that the applicant, Lester E. Cox Medical Centers, is offering to dedicate property as public right-of-way for an extension of Florence Avenue. The extension connects Florence Avenue to Washita Street.

Mr. Colony noted that this seems to be done backwards as the house is already demolished and the street already has been put in, questioning the timing.

Mr. Knuckles noted that he is glad that this one was cleaned up.

Mr. Jobe opened the public hearing.

No speakers.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Offer to Dedicate 109 (1131 East Washita Street) as submitted in the staff report. Mr. Lebeck seconded the motion.

Ayes: Jobe, Broekhoven, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

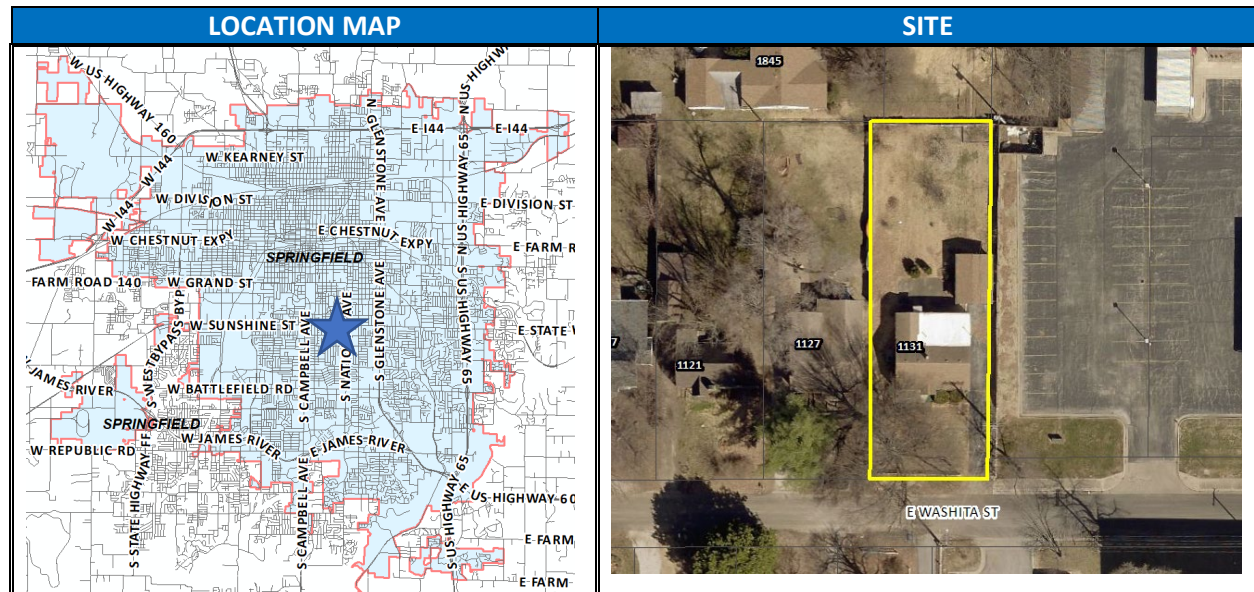
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Offer to Dedicate 109
Location:	1131 East Washita Street
Total Acres:	0.22 acres
Applicant:	Lester E. Cox Medical Centers
Existing Land Use:	Extension of Florence Avenue (formerly single-family home)
Planning and Zoning Commission:	June 8, 2023
City Council:	July 10, 2023
Staff:	Andrew Menke, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to authorize the dedication of public right-of-way identified in the staff report for Offer to Dedicate 109. (All commission motions are made in the affirmative.)
Required Vote:	Five (5) voting members to approve or deny.

PROJECT SUMMARY:

The applicant, Lester E. Cox Medical Centers, is offering to dedicate property as public right-of-way for an extension of Florence Avenue. The extension connects Florence Avenue to Washita Street. The purpose of the connection is to enhance the safety and reduce congestion at the high-volume intersection at Sunshine Street and National Avenue while also providing additional access to the properties on Florence Avenue.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 11.7. - Legal status of master plan.

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

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

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

DEVELOPMENT REVIEW STAFF REPORT

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

DEPARTMENT COMMENTS:

1. DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:
Approved.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is offering to dedicate property as public right-of-way for an extension of Florence Avenue.
2. The extension has been built, permitted, and inspected to ensure the street meets City standards.
3. The purpose of the connection is to enhance the safety and reduce congestion at the high-volume intersection at Sunshine Street and National Avenue. Goal #2 of the *Transportation & Mobility* chapter of Forward SGF calls to “increase safety for all users of the transportation system”.
4. The Planning and Zoning Commission shall determine if the offer to dedicate is consistent with the master plan (Comprehensive Plan Forward SGF).
5. No one has objected to this request to date.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the finding of facts above.

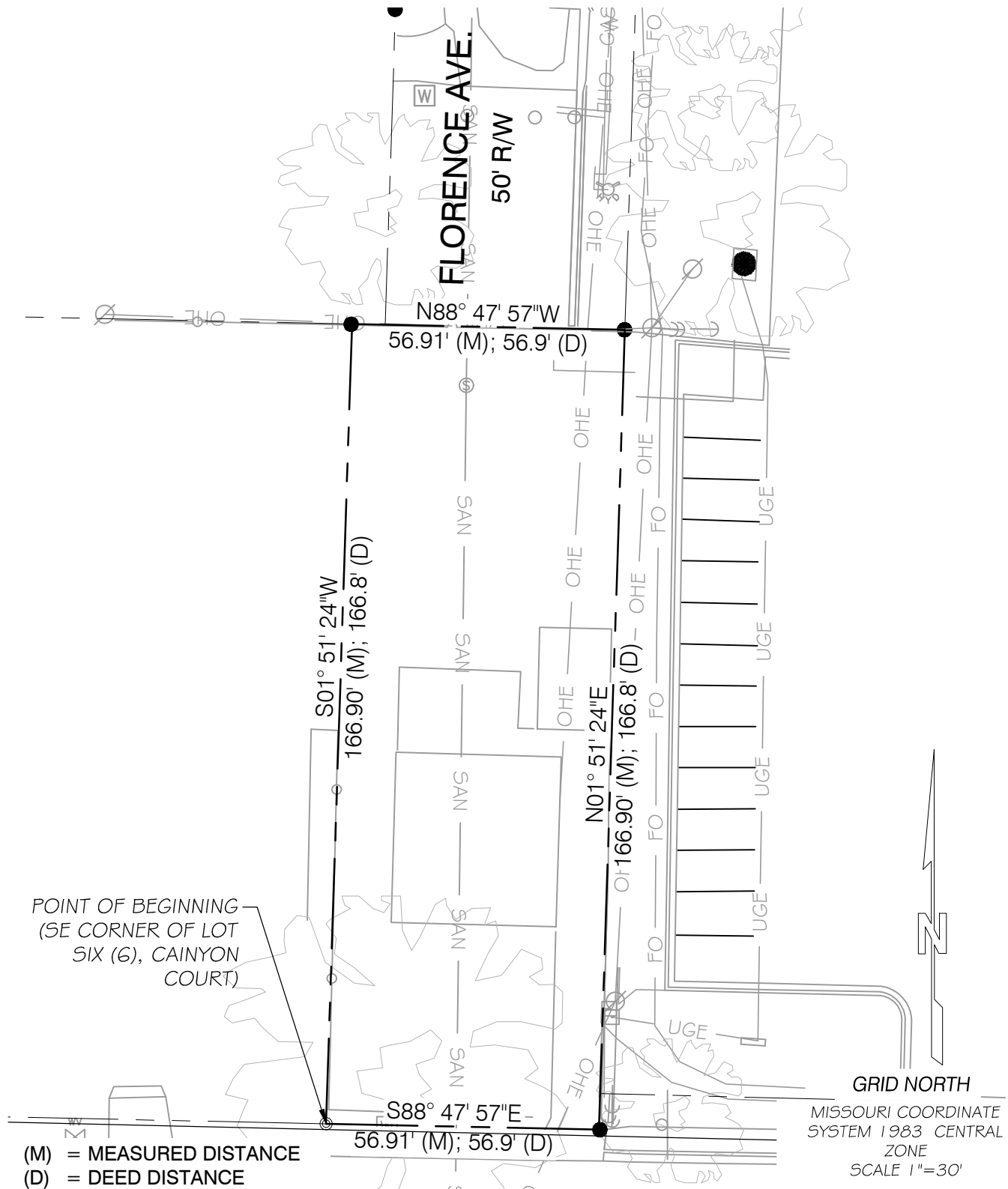
PLANNING AND ZONING OPTIONS:

1. Recommend that the offer to dedicate is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).
2. Recommend that the offer to dedicate is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

LEGAL DESCRIPTION:

All Beginning at the Southeast corner of Lot 6, Cainyon Court, Thence East Fifty-Six and Nine tenths feet, then north 166.8 feet, thence west 56.9 feet; thence south 166.8 feet to the place beginning, being part of the northeast quarter of section thirty-six, township twenty-nine, range twenty-two, except part deeded in Book 843 Page 115 in Greene county, Missouri.



DATE 05/24/23 CJW PROJECT No. 22128

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

SKETCH EXHIBIT "B"
EXHIBIT TO DEDICATE PARCEL TO
CITY OF SPRINGFIELD, MO
PART OF THE NE 1/4 OF THE NE 1/4 OF S36, T29N, R22W
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

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

EXHIBIT D

From: [Bruce Adib-Yazdi](#)
To: Zoning@springfieldmo.gov; [Council](#); [Simpson, Matthew](#)
Cc: [Shanna Boyle](#); [David Siewert](#); [Amy Shelburn-Zarins](#); [William Cooper](#); [Willa Williams](#)
Subject: Fwd: Zoning Agenda Item - 1131 E Washita Street
Date: Saturday, June 10, 2023 6:20:15 AM
Attachments: [20230608 Agenda Item Planning and Zoning Commission Meeting Agenda Packet - 1131 E Washita Street.pdf](#)

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

Dear Planning Commission members, Matthew Simpson and other council members:

Just a quick note to let you know the Seminole Holland neighborhood association has a couple of comments on this case 'Offer to Dedicate 109. I requested this item be pulled from the June 8 P&Z agenda on June 8 to make a comment in person, but had to leave the meeting before the bill came before you. A few comments and summary below:

1 - The attached Staff Report is misleading in that the overhead photo indicates a house in place but the house has already been demolished and the street has been constructed.

2 - The staff report indicates this action is taking place to *"enhance safety and reduce congestion at the high volume intersection of Sunshine and National"*. Which really means more traffic is being placed on neighborhood roadways. This practice is another instance of introducing more traffic onto a neighborhood residential street, and allowing a new 'cut through' so that people can avoid the an intersection. The last such action was approval of the 7-Brew access to Roanoke.

3 - Such an action of dedication of right of way may not require public notice, we feel the neighborhood association should have been contacted, consulted and at least given opportunity to comment prior to the street being constructed.

We understand that in the world of transportation, connectivity of streets and rights of way are imperative. However we believe this instance will un-necessarily increase traffic in this area of our neighborhood and have a negative impact on the quality of life of the homes on Washita and further relegate them to either rentals and put them in the path for further rezoning and commercial development.

We are a newly formed neighborhood association and are just getting traction with membership. We have neighborhood signs underway, and have requested

information on generating a Urban Conservation District within the boundaries of our neighborhood.

We appreciate all the work you all do every day on behalf of our city, and while at this point we have no request for action on your part on this item, we thank you for listening to these concerns and want you to know we are here and ready to open conversations on any projects that impact our neighborhood.

Bruce Adib-Yazdi
1946 S. Holland
Holland Seminole Neighborhood Association
Government Relations Committee Chair
417-848-6001

----- Forwarded message -----

From: **Seminole Holland Neighborhood Association** <seminoleholland@gmail.com>
Date: Fri, Jun 2, 2023 at 7:06 AM
Subject: Zoning Agenda Item - 1131 E Washita Street
To: Shanna Boyle <s_boyle@sbcglobal.net>, David Siewert <dsiewert@sbcglobal.net>, Amy Shelburn-Zarins <ams661s@gmail.com>, William Cooper <cooperwl@gmail.com>, Willa Williams <stemwillla@gmail.com>, Bruce Adib-Yazdi <bruce.adib.yazdi@gmail.com>

Attached is information from the agenda for the June 8th Planning and Zoning meeting regarding the donation to the city of 1131 E Washita Street by Lester E Cox Medical Centers for the purpose of extending Florence Avenue.

The extension of Florence Avenue has the potential to affect traffic on Washita Street, which is very narrow in that area.

William Cooper
Board Secretary
816-289-6485

--

Seminole Holland Neighborhood Association
925 E Seminole St
Springfield MO 65807

Visit our website! www.SeminoleHolland.com

[Membership Application](#)

Like us on [Facebook](#)

If you wish to get on the Seminole Holland Neighborhood Association emailing list, or be removed please let us know by sending a e-mail to seminoleholland@gmail.com

--

Bruce Adib-Yazdi
417-848-6001 (cell)



EXPLANATION TO COUNCIL BILL 2023-182 (LEE)

FILED: 06/22/2023

ORIGINATING DEPARTMENT: Information Systems

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a contract with the City of Republic, Missouri, for the sale of a programming interface that conveys citations from the Springfield Police Niche Records Management System to the Prosecuting Attorney Management System to the City of Republic.

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, Missouri, to enter into an agreement with the City of Republic, Missouri for the transfer of a programming interface developed by the City of Springfield, Missouri Information Systems staff between the Springfield Police Niche Record Management System ("RMS") and the Prosecuting Attorney Management System ("PAMS").

BACKGROUND INFORMATION: The RMS for a police department is the source of information for police and citizens. It is where all police reports, including incidents, traffic accidents, arrests and crime reports are stored. The RMS manages property and evidence, provides most statistical information for staff allocation decisions, and allows departments to meet mandatory state and federal reporting requirements.

PAMS is a stand-alone prosecutorial case management system. This system has the mechanisms in place to satisfy the division of duty requirements. PAMS gives the prosecutor an automated issue and refusal process while still retaining the history of the original citation, summons, and parking violations. PAMS also has the capability to interface with other judicial and law enforcement software for more accurate entries and reporting options.

The City of Springfield Information Systems ("IS") department recently finished a project to develop a programming interface between the RMS and PAMS. The City of Republic also desires to convey citations issued by the Republic Police department from the RMS to PAMS. Giving them this interface will allow them to integrate these systems quickly and efficiently without having to develop this from the very beginning.

Submitted By: Neil Slagle, Director of Information Systems

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

Collin Quigley, Deputy City Manager 6/27/2023

Attachments:

1. NICHE to PAMS Interface Transfer to City of Republic_ord
2. Exhibit A - Contract

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 07-03-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-182

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with the City
2 of Republic, Missouri, for the sale of a programming interface that
3 conveys citations from the Springfield Police Niche Records
4 Management System to the Prosecuting Attorney Management
5 System to the City of Republic.
6 _____
7

8 WHEREAS, staff from the City of Springfield's Information Systems Department
9 recently developed a programming interface to convey citations issued by the
10 Springfield Police Department from the Springfield Police Niche Records Management
11 System to the Prosecuting Attorney Management System ("PAMS"); and
12

13 WHEREAS, the City of Republic desires to convey citations issued by the
14 Republic Police Department from its record management system to PAMS; and
15

16 WHEREAS, selling the programming interface developed by City of Springfield
17 staff to the City of Republic will allow the City of Republic to develop its own interface
18 between its records management system and PAMS more quickly and efficiently.
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 a contract with the City of Republic, Missouri, for the sale of a programming interface
25 that conveys citations from the Springfield Police Niche Records Management System
26 to the Prosecuting Attorney Management System to the City of Republic, said
27 agreement to be substantially the same as the document attached hereto and
28 incorporated herein by reference as "Exhibit A."
29

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

33 Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

Approved for Council action: Jason A. Hage, 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	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY OF SPRINGFIELD		CITY OF REPUBLIC	
City of Springfield 840 Boonville Springfield, MO 65802 Phone: 417-864-1626 Fax: 471-864-1122 Attn: Neil Slagle, Director of Information Systems		City of Republic, Missouri 204 North Main Avenue Republic, MO 65738 Phone: Fax: Attn: Email:	

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield Information Systems Department developed a software batch program (the "Programming Interface") that queries citations issued by the Springfield Police Department from the Niche Records Management System ("Niche") and sends information from the citations to the Prosecuting Attorney Management System ("PAMS"); and

WHEREAS, the City of Republic desires to use the Programming Interface to convey citations issued by the Republic Police Department from Niche to PAMS; and

WHEREAS, the City of Springfield finds that transferring the Programming Interface to the City of Republic serves the public purpose of promoting efficiency in government operations.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Transfer of the Programming Interface.** The City of Springfield agrees to provide the Programming Interface to the City of Republic. The City of Springfield is under no obligation to provide any maintenance, support, or updates of the Programming Interface after it is provided to the City of Republic. The City of Republic shall not transfer or sell the Programming Interface to any third party without first obtaining the City's express written permission, except the City of Republic may transfer the Programming Interface to no more than one (1) third party software developer solely for the purpose of developing the City of Republic's fully integrated product, at the City of Republic's sole expense. In the event the City of Republic shall hereafter determine a need to transfer the Programming Interface to any third party other than the aforementioned third party developer, the City shall obtain the written content of the City of Springfield prior to making any such transfer.

2. **Payment.** In consideration for the City of Springfield providing the Programming Interface, the City of Republic agrees to pay the City of Springfield the sum of ten and 00/100 dollars (\$10.00).

3. **Exchange of Data.** All information, data, and reports in the City of Springfield's possession and necessary for installation and use of the Interface shall be furnished to the City of Republic, and the parties shall reasonably cooperate in connection with this Contract.

4. **Term.** Performance of this Contract shall commence as soon as practicable after the execution of this Contract and shall terminate upon the City of Springfield's transfer of the Programming Interface to the City of Republic.

5. **NO WARRANTIES.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE CITY OF SPRINGFIELD IS PROVIDING THE PROGRAMMING INTERFACE "AS IS." THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ALL KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE PROGRAMMING INTERFACE OR ITS FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF SPRINGFIELD EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Termination of Contract.** Either party may terminate this Contract in its entirety by giving the other party fifteen (15) days written notice.

7. **Conflicts.** No salaried officer or employee of the City of Springfield and no member of the Springfield 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.

8. **Assignment.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

9. **Confidentiality of Documents; Missouri Sunshine Law.** Except as required by Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law") to make information constituting an "open record" under the Sunshine Law publicly available, the Programming Interface and any associated reports, data, designs, or similar information given to the City of Republic from the City of Springfield under this Contract shall be kept as confidential and shall not be made available to any individual or organization by the City of Republic without prior written approval of the City of Springfield.

10. **Liability.** Both the City of Springfield and the City of Republic hereby release and hold harmless the other, their Boards, Councils, agents, officers, employees, successors and assigns with respect to any and all injury, death, loss or damage to person or property, whether caused by negligence or otherwise, in any way related to use of the Programming Interface. Nothing contained herein shall be considered a waiver of the defenses by either party of sovereign immunity, official immunity, or the public duty doctrine.

11. **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.

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

City Attorney or designee

Director of Finance or Acting Director

APPROVED AS TO FORM



CITY OF REPUBLIC, MISSOURI:

By: _____

Name & Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee



EXPLANATION TO COUNCIL BILL 2023-183 (CARROLL)

FILED: 06/22/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a Section 402 State and Community Highway Safety Grant in the amount of \$29,100 from the Missouri Department of Transportation to continue supporting the City's current pedestrian safety education program, known as 'SGF Yields,' and its sharable version, 'SafeAcross'; amending the budget of the Department of Public Works for Fiscal Year 2023-2024 in the amount of \$29,100 upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

PURPOSE: Authorizing the City Manager, or their designee, to accept federal funds through a Section 402 State and Community Highway Safety Grant of \$29,100 from the Missouri Department of Transportation ("MoDOT"), without a matching funds requirement if awarded, to fund the salary for contracted or full-time staff persons and needed purchases to support the pedestrian safety campaign SGF Yields and its newly developed sharable version, "SafeAcross", and amending the Fiscal Year 2023-24 budget of the Department of Public Works, in the amount of \$29,100 for the purpose of appropriating the federal grant funds.

BACKGROUND INFORMATION: SGF Yields has achieved high rates of driver compliance at crosswalks in Springfield and has received attention of other communities and states. In 2021, MoDOT awarded \$46,000 to SGF Yields/Public Works to create a sharable version of SGF Yields called "SafeAcross", which other communities may use to increase crosswalk safety.

The federal grant would allow Public Works to continue "SGF Yields" and "SafeAcross" regional program by funding staff salaries, or consulting services for one year including needed purchases. Public Works may continue to apply for additional future grants, as necessary.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

Public Works recommends approval of this Council bill and budget adjustment.

Submitted By: Martin Gugel, Assistant Director of Public Works



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

Maurice S. Jones, Deputy City Manager 7/3/2023

- Attachments:**
1. SGF Yields SafeAcross Grant Accept_ord
 2. Contract-exhA
 3. Budget Adjustment-exhB

One-rdg. X
P. Hrngs.
Pgs. 29
Filed: 06-20-23

Sponsored by: Carroll

First Reading:

Second Reading:

COUNCIL BILL 2023-183

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Section 402 State and
2 Community Highway Safety Grant in the amount of \$29,100 from the
3 Missouri Department of Transportation to continue supporting the
4 City's current pedestrian safety education program, known as 'SGF
5 Yields,' and its sharable version, 'SafeAcross'; amending the budget of
6 the Department of Public Works for Fiscal Year 2023-2024 in the
7 amount of \$29,100 upon award of the grant; and declaring that this bill
8 qualifies as a one-reading bill.
9 _____

10
11 WHEREAS, the City's pedestrian safety campaign, SGF Yields, has achieved
12 high rates of driver compliance at crosswalks in Springfield and has drawn the attention
13 of other communities and states; and
14

15 WHEREAS, in 2021 and 2022, the Missouri Department of Transportation
16 ("MoDOT") funded production of a sharable version of SGF Yields, named SafeAcross,
17 to make it available to other communities to increase pedestrian safety and awareness;
18 and
19

20 WHEREAS, the City applied for a grant from MoDOT to support the SGF Yields
21 and Safe Across programs as authorized by Resolution 10688; and
22

23 WHEREAS, this grant requires no local matching funds if awarded and would
24 allow the City to continue the SGF Yields and SafeAcross programs by funding staff
25 salaries or consulting services for one year, including necessary purchases.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – The City Manager, or his designee, is authorized to accept a grant
31 from the Missouri Department of Transportation in the amount of \$29,100 to fund the
32 SGF Yields program, and to do all things necessary to receive and disburse such funds,

33 including entering into a contract, said contract to be in substantial conformity with
34 "Exhibit A," which is attached hereto and incorporated herein by this reference.
35

36 Section 2 – City Council hereby authorizes the amendment of the budget of the
37 Department of Public Works for Fiscal Year 2023-2024 in the accounts and in the
38 amounts shown on Budget Adjustment No. 004, upon the awarding of grant funds, said
39 Budget Adjustment to be in the form of "Exhibit B," which is attached hereto and
40 incorporated herein by this reference.
41

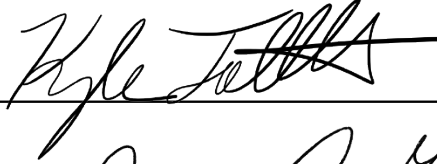
42 Section 3 – City Council hereby finds and declares this Ordinance relates to the
43 acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25)
44 of the City Charter, this Ordinance may be passed in one reading. Therefore, this
45 Ordinance shall be in full force and effect from and after passage.
46

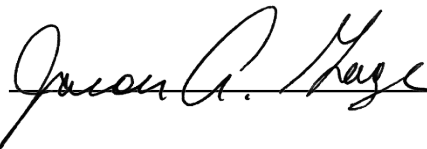
47 Passed at meeting: _____
48

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

CONTRACT**EXHIBIT A**

Form HS-1

Revision Reason: Other

Version: 2

06/13/2023

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: SafeAcross Pedestrian Safety Program
Project Number: 24-BGPE-16-002
Project Category: 405g Public Education
Program Area: Nonmotorized Safety

Funding Source: 405g / 20.616

Type of Project: Initial

Started: 10/01/2023

Federal Funds Benefiting

State:

Local: _____ \$29,100.00

Total: _____ \$29,100.00

Source of Funds

Federal: _____ \$29,100.00

State:

Local: _____ \$0.00

Total: _____ \$29,100.00

Name of Grantee

City of Springfield - Public Works

Grantee County

Greene

Grantee Address

840 Boonville Avenue
P.O. Box 8368
Springfield, MO 65802

Telephone

417-864-1902

Fax

417-864-1929

Contract Period

Effective: 10/01/2023

Through: 09/30/2024

Prepared By

Van Loo, Tara

Subrecipient Authorizing Official

Date

Subrecipient Project Director

Date

MHTC Authorizing Official

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$29,100.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than \$10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total \$10,000 or more but less than \$100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total \$100,000 or more must:
 1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
 2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
 3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.322)
8. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. The MHTC will notify the subrecipient when an item of original cost of \$5,000 or more (and tracked by the MHTC as inventory) is no longer being

tracked and may be disposed of. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

- A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.
- B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.
- C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.
- D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A.** Name of the entity receiving the award;
- B.** Amount of the award;
- C.** Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. Unique entity identifier (generated by *SAM.gov*);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
 - A. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
- B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.
- D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

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- G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 2. the period during which the Recipient retains ownership or possession of the property.
- I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. **STATUTORY AND REGULATORY REQUIREMENTS**

A. **COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :
1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

- XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.
- XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.
- XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.
- XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- XVI. **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.
- XVII. **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.
- XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>Assistance Listing #</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).
- C.** Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D.** Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E.** Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

<https://www.nhtsa.gov/sites/nhtsa.gov/files/buy-america-act-revised-11202015.pdf>

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(Applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

**XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- A.** The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - 1.** The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - 2.** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 - 1. Title of the class
 - 2. Date(s) and location of class
 - 3. Printed Name and signature of attendees (unless otherwise prohibited)
 - 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class. If the minimum number of students cannot be ensured, the subrecipient should contact the MHTC Highway Safety Office to seek approval to proceed with the class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

- 1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
- 2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
- 3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
- 4. Subrecipient is expected to participate in associated national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Holiday Impaired Driving campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org>.
- 5. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
- 6. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact or Operation Gateway (traffic safety task forces).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdowns held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

PROBLEM IDENTIFICATION

The City of Springfield has developed a program that measurably increases driver compliance at crosswalks and has increased pedestrian safety through education, engineering, enforcement and policy changes. Through funding in the 2022 fiscal year, our City team has developed a sharable version of the "SGF Yields" program, named SafeAcross (www.safeacross.com). It offers other communities a detailed guide on how to set up the program, how to conduct compliance studies and communicate safety messages to the public. The SafeAcross toolkit also includes many optional endeavors, ranging from elementary school lesson plans, to special events for the Pedestrian Safety Month (October), crosswalk enforcement and much more. We have received a follow up grant through the 2023 fiscal year to help the City of Springfield expand, promote and manage SafeAcross. Any interested communities require guidance and some minimum prerequisites need to be met to assure the program remains effective and popular. Springfield, as a local government, does currently not have the resources for staff member focus on the local SGF Yields program full time, much less take on the cost of administration of SafeAcross.

Since the program is very comprehensive, it requires a good amount of management. Initially, most communities will need step by step assistance in order to not be overwhelmed. For example, placement of Mr. Walker statues should be reviewed to assure they don't create a sight obstruction that could lead to a pedestrian crash or block an accessible path. Enforcement should not be scheduled until the public has embraced the program and become supportive of the effort. Promoting the program would also take up time as well. We are currently working with two interested communities and have expanded our toolkit. This application intends to secure funding for the continued support and growth of the program.

As second part of our efforts strives to reduce pedestrian fatalities among the low-income and unsheltered populations that are not easily reached by the standard means of communication.

Our data shows that most of our pedestrian fatalities involve unhomed or low-income residents, often crossing mid-block during the night time. This group is not easily reached by a conventional media outreach. The SGF Yields Coalition Group has developed the "Use your WITS" program to bring safety education to where the people are. We currently have grant funding to develop an educational video and to bring the education to people via our non-profit partners. Eventually, the WITS materials will also be made available as part of the SafeAcross toolkit. But even after the outreach materials have been completed, the outreach itself would need some funding support to help sustain the effort.

GOALS/OBJECTIVES

The City of Springfield will need financial assistance to sustain SafeAcross:

1. Promote the program at conferences, meetings and other means.
2. Continue to improve, expand on and maintain existing resources.
3. Give guidance and provide some oversight for agencies that wish to join the effort .
4. Start a group for involved agencies that meets quarterly to discuss their efforts , share ideas and concerns.
5. Monitor for "copy cats" and work to bring them onboard for the full program or at least provide guidance to avoid negative outcomes (there are a number of "spin offs" out there already).
6. Maintain the website and potentially social media sites.
7. The City would also like to be able to contract out certain local SGF Yields efforts to consultants as needed . This would free up time for our staff to work on SafeAcross . That offset staff time would not be charged, but the consultant's time would.

The City of Springfield would need help wrapping up and programming the WITS outreach, we feel that this specific public engagement is needed, but goes well beyond what city transportation professionals can do as part of their normal duties:

1. Foster a relationship, promote and hold "train the trainer" sessions with local non- profits to bring traffic safety education to our low-income and unsheltered population.
2. Utilize practical giveaways to help encourage an individual's participation and help keep them safer and/or more visible (LED rechargeable lanterns with flash function or similar items) ***available funding for lanterns through an alternative resource***.
3. Provide education print pieces or other media, designed for the at-risk group.
4. We would like to be able to contract out WITS work if we find that the nonprofit partners are too busy or otherwise not able to run the workshops.

PROJECT DESCRIPTION

While we desire to share our program to increase crosswalk safety nationwide, the City of Springfield is taxpayer funded and therefore we cannot spend time and money on efforts that do not directly benefit our citizens .

With outside funding, Springfield Public Works and the Public Information Office would be able to spend time on promoting and managing SafeAcross, as well as actively engage with the population that is at highest risk for being fatally struck by a car.

Our staff would continue to grow the SGF Yields Coalition Group, and to develop partnerships with local non-profits so they can provide the educational program to their customers.

In partnering with MoDOT or a consultant, the City has a chance to transfer knowledge, gain knowledge and new ideas as well as find backup if the program gets too expansive for our staff.

By contracting out existing SGF Yields efforts, it would free up time to work on the expansion with other communities. Ideally, the contracted services would also allow us to provide training and education at local non-profits service providers through a consultant.

Funding through an alternative resource would help us buy safety related incentive items such as solar chargeable flashlights or reflectors. These items would help engage our risk group.

As we are scheduled to present SafeAcross at conferences, we are increasingly concerned about other groups "cherry" picking aspects of SafeAcross without committing the minimum standard of care that we require from host communities. We have already had that issue with SGF Yields and have found undesirable applications across the nation .

There is no completion date for this program, as SafeAcross is an ongoing effort.

1. Staff or Consultant Hours (Estimated at 180 hours, \$70/hr): \$12,600
2. Travel for promo or aid (Salary, transportation, meals, rooms, registration feeds): \$10,000
3. At-Risk outreach (Prints, media production): \$5,000
4. Expansion maintenance cost (Website related fees etc): \$1,500

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
1 Does your agency have and enforce a safety belt use policy?	Yes
2 If NO, please explain.	
3 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
4 If NO, please explain.	
5 What type of agency do you represent (e.g. state government, local government, not for profit, for profit)? Local government.	
6 Will this project have an impact statewide, regionally, or locally? Local, state and potentially beyond .	
7 What target group will this project impact (e.g. young, older, impaired)? Drivers and pedestrians, with additional focus on high-risk pedestrians that are unhomed or do not own a vehicle.	
8 What age group does your project focus on? All ages.	
9 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
10 If NO, please explain. Yes	
11 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
12 If YES, please explain.	
13 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
14 If YES, please explain.	
15 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why. In our first round we spent around 2/3rd of our funds. Since we could only estimate how much time the creation of SafeAcross would take, we did not use up all funding by the end of the deadline.	
16 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
17 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

18 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

19 Does this project employ proven best practices or would it be considered a pilot project?

Both. SafeAcross is a pilot program and utilizes best practices and follows the safe systems approach.

20 Is training going to be provided as part of this contract?

Yes

21 If Yes, enter types of training courses that will be provided and the estimated number of each course.

The training would be "train the trainer" training with non-profits so they can help facilitate the pedestrian safety discussions and video with our at-risk pedestrian population. This expense would fall under staff or consultant hours.

22 Will this project generate program income (such as through registration fees, donations, fees charged for services, etc)?

Yes

23 If YES, what system do you have in place to track the program income to ensure it remains within the project.

Maybe and yes, we would track any program income and use it for pedestrian safety.

We have been tossing around the option of offering a consultation package that goes BEYOND our free resource kit, "free" group meetings, etc., that this grant pays for via salaries. The idea is to help communities out with project management via launch meetings, quarterly touch-base meetings, custom graphics, annual summit, training of their consultant, etc. Those funds would be used to pay for dedicated City employees to focus on SafeAcross and SGF Yields.

Even though we are pushing forward as promised, we have concerns about this growing outreach program not being sustainable for a City. We do not yet have an official host community (even though communication is there) and already are experiencing hardship in finding time to move this forward like we want.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract
5. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

The expansion project would be deemed successful if other communities decide to join the SafeAcross program. While they may not see an increase of compliance in the first year, eventually we would want them to show an increase crosswalk safety through education, engineering, policy and potentially enforcement.

The pedestrian education piece for the at-risk residents would be considered successful if members of this group were exposed to safety talks where they learn about the risk and potential consequences of dangerous mid-block crossings. Ideally, such talks would lead to small modifications in behavior, but at least, we would expect increased alertness while crossing, with the ultimate goal to reduce pedestrian fatalities!

ADDITIONAL FUNDING SOURCES

We typically apply and receive Show-me-zero funds, of around 5000-10,000 dollars, exclusively for purchases related to SGF Yields, our local program. The money pays for prints, superhero capes (part of school program), Mr. Walker statue maintenance and the like.

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Consultant Services							
					\$0.00	\$0.00	\$0.00
Equipment							
	Parts and Supplies	Print items, media production, items for at-risk pedestrian outreach.	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
					\$5,000.00	\$0.00	\$5,000.00
Operational Expenses and Supplies							
	Maintenance/Repairs	Website related fees.	1.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00	\$0.00	\$1,500.00
Personnel							
	Salary and Fringe	Personnel time or consultant time on existing SGF Yields efforts to offset our staff time on SafeAcross and WITS.	1.00	\$12,600.00	\$12,600.00	\$0.00	\$12,600.00
					\$12,600.00	\$0.00	\$12,600.00
Travel							
	Miscellaneous Travel Expenses	Salary, transportation cost, meals, rooms, registration fees.	1.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
					\$10,000.00	\$0.00	\$10,000.00
Total Contract					\$29,100.00	\$0.00	\$29,100.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	SafeAcross_Implementat	02/09/2023
WORD	Word	Supporting Documentatic	02/09/2023

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
004

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 29,100	U.S. Department of Transportation, National Highway Traffic Safety Administration federal grant funds through a Section 402 State & Community Highway Safety Grant from the Missouri Department of Transportation
Net Revenue Adjustment						\$ 29,100	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	504580	000000	00000	\$ 29,100	Federal funding to support the continuation of "SGF Yields", the City's Pedestrian Safety Program, and "SafeAcross", a Shareable Regional Program of "SGF Yields"
Net Expenditure Adjustment						\$ 29,100	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating federal funds through the Missouri Department of Transportation, Section 402 State & Community Highway Safety Grant, in the amount of \$29,100 to support the continuation of "SGF Yields" and "SafeAcross" Pedestrian Safety Programs.

Requested By:

Don Smith 6-20-2023
Department Head Date

Approved By:

D L Hill 6-20-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-183
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-166 (CARROLL)

FILED: 06/27/2023

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:

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 CONFIRM THE FOLLOWING APPOINTMENTS TO THE
SPRINGFI**

FILED: 06/27/2023

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