



City of Springfield

Agenda

City Council - *revised*

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

November 4, 2024

6:30 PM

Regional Police-Fire Training Center
2620 West Battlefield Road
Room 101, 102, and 103

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. October 21, 2024, City Council Meeting, October 8, 2024, Special City Council Meeting, October 18, 2024, Special City Council Meeting, October 22, 2024, Special City Council Meeting, and October 29, 2024, Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2024-215 (Horton)

A special ordinance to establish and define Sanitary Sewer District No. 222 of Section No. 16 of the main sewers of the City of Springfield, Missouri, located in the general vicinity of Miller Avenue and Mt. Vernon Street; authorizing acquisition of necessary right-of-way, including condemnation thereof, in accordance with the laws of the state; adopting the plans and specifications for the project; providing for the improvement; and authorizing the city manager to advertise for sealed bids therefor, according to the plans and specifications, by publication.

6.2. Council Bill 2024-216 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the State of Missouri Department of Economic Development to accept \$3,500,000 of state General Revenue Funds appropriated by the Missouri General Assembly to support maintenance and improvements to Hammons Field; and amending the budget for Fiscal Year 2024-2025 to appropriate funds for maintenance and improvements to Hammons Field.

6.3. Council Bill 2024-217 (Lee)

A general ordinance amending the Springfield City Code, Section 2-92, known as the "Salary Ordinance," to add a provision for a shift differential for certain employees working in the Springfield-Greene County 9-1-1 Emergency Communications Department; and by adding the new job title of Health Support Services Supervisor and salary grade of PAT-6 to the Classifications of the Professional, Administrative and Technical Schedule.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-219 (Lee)

A resolution authorizing the City Manager, or designee, to apply for up to \$5,000,000 in grant funds from the United States Department of Housing and Urban Development Continuum of Care Builds Grant Program, to assist in developing a specific permanent supportive housing project aimed at benefiting chronically homeless individuals.

7.2. Council Bill 2024-220 (Jenson)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 507 West Ildereen Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

7.3. Council Bill 2024-221 (Jenson)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 912 South Nettleton Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

7.4. Council Bill 2024-222 (McClure)

A resolution adopting the City of Springfield's Legislative Priorities for 2025.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS. Citizens May Speak. May Be Voted On.

10.1. Council Bill 2024-223 (Carroll)

A special ordinance authorizing the City Manager, or designee, to apply for and accept up to \$500,000 in grant funds from the United States Environmental Protection Agency for the Community-wide Assessment Grants program, to address sites contaminated by, or potentially contaminated by, hazardous substances, pollutants, contaminants, or petroleum, to prepare these sites for cleanup and productive reuse.

10.2. Council Bill 2024-224 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to accept Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant funds in the amount of \$596,733 from the Federal Department of Health and Human Services Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services for use by the Springfield-Greene County Health Department to provide a regional communicable disease response team and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2024-2025 budget in the amount of \$596,733 to appropriate the additional grant funds; and declaring this Ordinance qualifies for approval in one reading under City Charter Section 2.16(25).

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-225 (McGull)

A general ordinance amending General Ordinance No. 3645, as amended, establishing Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, Section 4 - Subarea A through D Regulations, Subarea D, to allow general office conversions as a permitted use in accordance with use-specific standards; and amending Subarea B, a. Build-to-Line, to allow for a minimum of fifteen (15) feet from the Primary Street.

12.2. Council Bill 2024-226 (Horton)

A special ordinance vacating the 400 block of West Hovey Street upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 400 block of West Hovey Street; Vacation No. 841).

12.3. Council Bill 2024-227 (Horton)

A special ordinance vacating a portion of public right-of-way located at 1475 North Campbell Avenue, between the 400 block of West Division Street and West Hovey Street, upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 1475 North Campbell Avenue; Vacation No. 840).

12.4. Council Bill 2024-228 (Horton)

A special ordinance vacating a portion of an east/west alley located between the 400 block of West Division Street and West Hovey Street upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 431 & 435 West Hovey Street & 1475 North Campbell Avenue; Vacation No. 839).

12.5. Council Bill 2024-229 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District, with Conditional Overlay District 214, to O-1, Office District; establishing Conditional Overlay District No. 261; and adopting an updated Official Zoning Map. (By: Ridge HZ55, LLC; 817 West El Camino Alto Drive; Z-26-2024 with Conditional Overlay District No. 261).

13. FIRST READING BILLS. Requiring One Reading. Citizens May Speak. May Be Voted On.

13.1. Council Bill 2024-230 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of stormwater infrastructure on Pacific Street from Colgate Avenue to Golden Avenue in the amount of \$477,924.14; amending the Fiscal Year 2024-2025 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

13.2. Council Bill 2024-231 (Horton)

A special ordinance approving the plans and specifications for the American Rescue Plan Act Sidewalk and Stormwater Improvements to West Pacific Street from North Golden Avenue to Colgate Avenue Project; accepting the bid of \$604,967.27, from Radmacher Brothers Excavating Co. for construction of the Project; authorizing the City Manager, or designee, to enter into an agreement with such bidder; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2024-232 (Hardinger)

A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into a Master Equipment Lease Purchase Agreement and related Schedule of Equipment, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2024-2025 in the amount of \$685,940.

14.2. Council Bill 2024-233 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 58, "Health and Sanitation," Article II "Food and Food Establishments," Division 2, "Restaurants," Section 58-51. -Definitions. to create a new food service permit type definition to be referred to as Limited Food Establishment; and amending Springfield City Code, Chapter 58, "Health and Sanitation," Article II "Food and Food Establishments," Division 2, "Restaurants," Section 58-53. -Permit required; fees, suspension or revocation; to

add Limited Permit to the list of permits that are subject to permit fees based on the annual fee study.

14.3. Council Bill 2024-234 (Lee)

A general ordinance amending the Springfield City Code, Chapter 58, "Health and Sanitation," Article II "Food and Food Establishments," Division 2, "Restaurants," Section 58-53 "Permit required; fees, suspension or revocation" to change the length of a mobile food permit from six months to twelve-months.

14.4. Council Bill 2024-235 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant in the amount of \$700,000 from the United States Department of Justice and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$700,000.

14.5. Council Bill 2024-236 (Hosmer, Jenson)

A general ordinance amending Section 78-111, "Definitions"; and enacting a new Section 78-117, "Vehicle owner responsibilities" of the City Code.

14.6. Council Bill 2024-237 (McGull, Hosmer, Carroll, Lee)

A general ordinance amending Section 36-321, "Definitions," and Section 36-473, "Short-term rentals," of the City Code.

14.7. Council Bill 2024-238 (Horton)

A special ordinance amending the Commercial Street Tax Increment Financing ("TIF") Redevelopment Plan to remove certain properties from the Redevelopment Area; accepting a deposit into the Commercial Street TIF Special Allocation Fund in connection with approval of said First Amendment to offset the subsequent reduction of future payments in lieu of taxes ("PILOTs") into the Special Allocation Fund; and directing the City Manager, or designee, to implement such changes to the Commercial Street TIF Redevelopment Plan.

14.8. Council Bill 2024-239 (McClure)

A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with Strategic Government Resources, Inc., a Texas Corporation, for the purpose of providing executive recruitment services for the not to exceed price of Thirty-Five Thousand and 00/100 Dollars (\$35,000); and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

16. NEW BUSINESS.

- 16.1. 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.

16.2. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Ramona Teeter with term to expire May 1, 2027.

16.3. The Mayor recommends the following appointment to the Mayor's Commission for Children: Emily Denniston with term to expire November 29, 2027.

16.4. The Mayor recommends the following reappointments to the Mayor's Commission for Children: Brandy Harris, Dr. Elizabeth Andrews, and Dr. Kaleen Long, with terms to expire November 29, 2027.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

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

20.1. Council Bill 2024-240 (Lee)

A resolution confirming the appointment of Courtney Fadler and reappointments of Louie Michael and Mark Pickens to the Airport Plaza Community Improvement District Board of Directors.

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

21.1. Confirm the following appointment to the Springfield-Greene County Environmental Advisory Board: Nancy Williams with term to expire October 1, 2026.

22. END OF CONSENT AGENDA.

23. 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

October 21, 2024

6:30 PM

**Regional Police-Fire
Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

1. ROLL CALL.

Present: Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer*, Councilmember Hardinger, Councilmember Carroll, and Mayor McClure. Absent: None.

*Councilmember Hosmer attended via Zoom.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. October 7, 2024, City Council Meeting.

Councilmember Jenson moved to approve the October 7, 2024, City Council meeting minutes as presented. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

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

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, noted representatives from Milliman, Inc., the financial firm hired to perform an actuarial valuation of the City of Springfield's Police Officers' and Firefighters' Retirement System, provided an update to the Police-Fire Pension Board on Thursday, October 10. He added the preliminary funded status indicated the self-funded pension plan was currently at a 94.8% funded level, up from a low of 34% in 2009. The funded status was one of many metrics used to show trends and develop future expectations about the health of a retirement plan.

Mr. Gage noted the Springfield Fire Department would host a graduation for the most recent academy at 6:00 p.m. on October 24. The ceremony would take place at the Springfield Art Museum.

Mr. Gage noted the Springfield Art Museum renovation project was awarded the American Institute of Architects AIA awards by both AIA Springfield and AIA Kansas. The team included City staff, BNIM Architecture, and N Form Architecture.

Mr. Gage noted Traffic Engineer Brett Foster represented the City of Springfield in speaking at the Annual Conference of the International Association of Transportation Engineers. Mr. Foster spoke on the City's award-winning pedestrian safety programs SGF Yields and Safe Across.

Mr. Gage noted the Springfield Police Department, in partnership with local faith communities, and the Community Partnership of the Ozarks Have Faith Initiative, hosted Stand Together Springfield on October 11. He added Stand Together Springfield was intended to be inclusive of many faith traditions to foster bridge building and community connections.

Mr. Gage noted approximately 600 area high school students attended the second annual I-Create Manufacturing Career Day and Industry Showcase on October 17, on the campus of Ozarks Technical Community College. He added more than a dozen manufacturers engaged students in activities related to manufacturing. Mr. Gage further noted I-Create was a collaborative effort between the Missouri Association of Manufacturers, Ozarks Technical Community College, the City of Springfield/Missouri Job Center, and the Springfield Area Chamber of Commerce.

Councilmember Horton noted the Ozarks Empire Fairgrounds had a significant green infrastructure project from the Environmental Services Department that was featured. She added the Ozark Empire Fair was a significant community asset that attracts visitors and locals. Councilmember Horton further noted there was a significant improvement to the General Aviation terminal at the Airport, which was also located in Zone 1.

Councilmember Jenson thanked Mr. Gage for extending an invitation to the public for the Renew Jordan Creek project. He expressed his belief the project would bring a renaissance for downtown. Councilmember Jenson added staff did an excellent job in sharing information and making it clear they desired to be responsive to any concerns.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. Except Item 6.6. Citizens May Speak To The Amendment Only. May Be Voted On.

6.1. Council Bill 2024-205 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.2 acres of property generally located at 1719 East Atlantic Street from R-TH, Residential Townhouse District to RI, Restricted Industrial District; and adopting an updated Official Zoning Map. (By: Skyline Investment Company, LLC c/o Chris Nattinger; 1719 East Atlantic Street; Z-23-2024).

Ordinance 6883. Council Bill 2024-205 (McGull) was approved by the following vote: Ayes: Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2024-206 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.6 acres of property generally located at 2533 North Fort Avenue from R-SF, Single-family Residential District to R-LD, Low-density Multi-family Residential District with Conditional Overlay District No. 252; and adopting an updated Official Zoning Map. (By: Suresh Chiluveru; 2533 North Fort Avenue; Z-12-2024).

Ordinance 6884. Council Bill 2024-206 (Horton) was approved by the following vote: Ayes: Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2024-207 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.4 acres of property generally located at 737, 745, 751, 761, and 801 North Broadway Avenue and 732 and 742 North Weaver Avenue from R-TH, Residential Townhouse District to Planned Development No. 389; and adopting an updated Official Zoning Map. (By: Drew Lewis Foundation; 737, 745, 751, 761, and 801 North Broadway Avenue and 732 and 742 North Weaver Avenue; Planned Development No. 389).

Anita Cotter, City Clerk, noted the sponsorship of the bill was changed. Mayor Pro Tem Simpson agreed to assume sponsorship in consideration of Councilmember Horton's recusal.

Councilmember Horton recused herself from Council Bill 2024-207 and left the dais.

Ordinance 6885. Council Bill 2024-207 (Simpson) was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

Councilmember Horton returned to the dais.

6.4. Council Bill 2024-208 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.22 acres of property generally located at 1055 South Campbell Avenue from R-HD, High-Density Multi-family Residential District to O-1, Office District; and adopting an updated Official Zoning Map. (By: Family Tax Service LLC; 1055 South Campbell Avenue; Z-16-2024).

Ordinance 6886. Council Bill 2024-208 (Jenson) was approved by the following vote: Ayes: Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2024-209 (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 1403, 1407, 1413, 1417, and 1423 North Beverly Avenue, as well as the unaddressed property to the north at approximately 1428 North Beverly Avenue, from HM, Heavy Manufacturing District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (By: Amax Properties, LLC; 1403, 1407, 1413, 1417, and 1423 North Beverly Avenue; Z-15-2024).

Ordinance 6887. Council Bill 2024-209 (Horton) was approved by the following vote: Ayes: Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.6. Amended Council Bill 2024-200 (Lee)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.6 acres of property generally located at 1739, 1745, and 1755 South National Avenue; 1138 East University Street; and 1111, 1119, 1133, and 1141 East Sunshine Street from R-SF, Single-Family Residential District to GR, General Retail District and establishing Conditional Overlay District No. 258, and adopting an updated Official Zoning Map (By: BK&M, LLC; 1739, 1745, and 1755 South National Avenue; 1138 East University Street; and 1111, 1119, 1133, and 1141 East Sunshine Street; Z-22-2024 w/ Conditional Overlay District No. 258).

Anita Cotter, City Clerk, noted a protest petition was received and found it to be sufficient at 44 percent. She added a copy of the supplemental explanation sheet was provided to City Council and a supermajority, or 6 votes, was required for passage.

Mayor Pro Tem Simpson recused himself from Amended Council Bill 2024-200 and left the dais.

Mayor McClure noted an amendment was adopted and public comment was taken at the October 7, 2024, City Council meeting. He added the public hearing was continued on the amendment only.

An opportunity was given for citizens to express their views on the amendment only.

Ms. Cotter noted there were eight speakers and in alignment with City Council's policy, each speaker would be allotted three minutes to speak.

Chris Wynn, Civil Engineer representing the applicant, spoke in support of the proposed. Mr. Wynn noted the amendment was proposed to address concerns from the neighborhood. He added the requests of the traffic department and the neighborhood were considered so the property could be developed in a way that would be beneficial to the City of Springfield.

Donna Hemann spoke in opposition to the proposed. Ms. Hemann expressed her belief there were not major differences in the amended bill that would be any less damaging to the neighborhood or the City. She added what was seen was the continued prohibition of private or public parks, which would be an outstanding use of the property in her opinion.

Glenn Green, an attorney representing his parents, spoke in opposition to the proposed. Mr. Green noted there was not anything in the amendment that would address any of his previous concerns. He expressed his belief the amendment should be voted down.

Evelyn Mangan spoke in support of the proposed with qualifications. Ms. Mangan expressed her agreement that the amendment was poorly drafted with enforceability issues. Ms. Mangan expressed her belief the amendment was better than nothing, and urged its adoption, although not necessarily the final proposal. She encouraged City Council to send the matter back to the Planning and Zoning Commission. Ms. Mangan expressed her belief equal consideration should be given to the developer and the neighborhood.

Maggie Castrey spoke in opposition to the proposed. Ms. Castrey expressed her belief the amendment did nothing to address frequently stated concerns of the neighborhood.

Holly Acharya spoke in opposition to the proposed. Ms. Acharya expressed her belief the zoning change would be too intensive for the neighborhood and would not fit with the designated placetype of the Comprehensive Plan. She further expressed her belief the amendment did not do enough to make the neighbors feel secure about the development.

Jeff Carney spoke in opposition to the proposed. Mr. Carney expressed his belief the amendment did not alter anything concerning the rezoning.

Barbara Susan Robinson spoke in opposition to the proposed. Ms. Robinson noted there were 16 households that signed protest petitions in opposition to the proposed. She added there were hundreds of pages of letters in opposition. Ms. Robinson expressed her belief the amendment did nothing to change her objections.

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

Councilmember Horton thanked the speakers. She noted the Comprehensive Plan had been in place for two years and expressed her belief it was reasonable to expect applications to conform. Councilmember Horton further expressed her belief the application did not seem to conform as the map showed the area as a traditional placetype. Councilmember Horton expressed her belief the appropriate first step would be to offer suggested changes to the placetype during a corridor study period to allow for thoughtful planning and explanation with public feedback. Councilmember Horton noted her opposition would not be to the developer, but the proposal.

Councilmember Jenson expressed his belief it was the responsibility of City Council to ensure consistency with the Comprehensive Plan. He further expressed his belief increasing density of commercial development had to be done thoughtfully and in alignment with the Comprehensive Plan, while supporting private interests and neighborhoods. Councilmember Jenson noted the importance of preserving the visual integrity of the corridor. Councilmember Jenson further noted the importance of civility.

Councilmember Hardinger expressed her opposition to the proposed. She expressed her belief there were flaws in the process and her vote was not against the developer or a statement that nothing commercial should be developed on that corner, but a vote against the bill. Councilmember Hardinger further expressed her belief that everyone was committed to making Springfield a better place to do business, and expressed her hope they could move forward with a clear vision.

Councilmember McGull acknowledged the process had been difficult. He cited Article One, Section Two, from the Missouri Constitution and noted constitutional government was intended to promote the general welfare of the people. He added it went further to add the enjoyment and gains of their own industry. Councilmember McGull noted the land for the proposed was purchased and given value by an individual. He further noted the importance of compromise to make both neighbors and developers happy, and expressed his belief it was important not to discourage development.

Amended Council Bill 2024-200 (Lee) failed by the following vote: Ayes: Councilmember Lee, Councilmember McGull, Councilmember Carroll, and Mayor McClure. Nays: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, and Councilmember Hardinger. Absent: Mayor Pro Tem Simpson. Abstain: None.

Mayor Pro Tem Simpson returned to the dais.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-210 (Carroll)

A resolution authorizing the City Manager, or designee, to apply for Energy Efficiency and Conservation Block Grant funding from the United States Department of Energy to partially fund the replacement of existing windows as part of the Historic City Hall Rehabilitation project.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the energy efficiency block grant from the United States Department of Energy would help with improvements to the windows at Historic City Hall. He further noted the grant would cover approximately one-third of the costs to make the windows more energy efficient.

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

Councilmember McGull asked how the remainder of the cost was covered. Mr. Smith responded the grant would cover approximately one-third, and the remainder would come from utilizing funding already identified for Historic City Hall.

Resolution 10785. Council Bill 2024-210 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2024-211 (Simpson)

A resolution declaring it necessary to construct sanitary sewers in Sanitary Sewer District No. 217 of Section No. 15 in the City, located in the general vicinity of Bagnell Street and Biloxi Avenue; providing for payment therefore in the amount of \$1,133,944.50; and providing for publications and notices.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted City Council had been committed to providing sewer services to unsewered areas of the City. He further noted extending the sewer system was essential for protecting public health and water quality. Mr. Kemper added more than 99 percent of the City had been sewerred. Mr. Kemper noted the proposed would bring sewer access to 26 properties and eliminate 19 septic tanks near Bagnall and Biloxi. He further noted the request was from the neighborhood and the district was established in 2019. He added JD Wallace Contracting, LLC, was the lowest bidder with a bid of approximately \$1.1 million. Mr. Kemper noted the proposed would declare the construction of the district to be necessary, state the intentions of the City to pay for all or part of the improvements from the proceeds of bonds issued pursuant to the State Constitution, and specify costs related to construction to be assessed against properties in the district and establish the method which costs would be apportioned. This would be based on the land area of each tract within the district. The proposed would also set forth the manner of payment for the assessments, which would be collected over a period not to exceed 15 years. He added notices were provided to property owners and occupants. Mr. Kemper noted the proposed began the public input process. He added there were several assistance programs available, including a cap on assessments of \$8,300.

Mayor McClure noted the proposed would impact approximately 26 properties and eliminate 19 septic tanks, with none of those currently connected to sewer. Mr. Kemper responded affirmatively. Mayor McClure noted if passed, the proposed would declare it necessary to construct sanitary sewers in the district. Mr. Kemper responded the Council Bill was procedural to begin the public outreach period. He added the neighborhood initiated the request prior to 2019, and the district boundary line was drawn in 2019.

Mr. Gage asked if the cap on assessments would apply to all parcels. Mr. Kemper responded it would apply to single-family residential and the full assessment would be required if the use of the property was changed.

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

Resolution 10786. Council Bill 2024-211 (Simpson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.3. Council Bill 2024-212 (McGull)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 711 East Delmar Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed was a short-term rental appeal for the property at 711 East Delmar Street. He added a neighborhood meeting was held and the applicant obtained 25 percent of signatures for the appeal. Mr. Neal noted 55 percent or more signatures of property owners within 500 feet were needed. Mr. Neal further noted no protest petitions were received.

An opportunity was given for citizens to express their views.

Dixie Decker, a representative of the applicant, spoke in support of the proposed. Ms. Decker noted three of the four neighbors had consented verbally by email. She expressed her belief the neighbors were excited to have an Airbnb in the neighborhood, other than college students.

Councilmember Jenson expressed his belief Ms. Decker had done her due diligence and gained neighborhood support. He asked if the property was rehabilitated or new. Ms. Decker responded the home was not able to be rehabilitated due to foundation issues, so the home was rebuilt. Ms. Decker added she personally responded to guests. She noted the home was listed for sale and after sitting on the market for over 90 days, they decided to list as a short-term rental.

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

Resolution 10787. Council Bill 2024-212 (McGull) was approved by the following vote: Ayes: Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, and Mayor McClure. Nays: Councilmember Hosmer. Absent: None. Abstain: None.

7.4. Council Bill 2024-213 (McGull)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 1757 South Kentwood Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would allow a short-term rental type 2 permit for the property located at 1757 South Kentwood Avenue. He further noted there was a neighborhood meeting with two attendees. Mr. Neal added the applicant obtained one valid signature. He noted there were only two properties that could contribute. Councilmember Lee asked if either of the short-term rentals on the agenda would have been allowed under upcoming proposed new regulations. Mr. Neal responded they most likely would not.

An opportunity was given for citizens to express their views.

Cameron Casad, an attorney representing Loomis Properties, spoke in support of the proposed. Mr. Casad noted one of the adjacent properties was commercial and the other was the Loomis Insurance Agency. He further noted the owners did their due diligence in attempting to obtain the other necessary signature.

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

Resolution 10788. Council Bill 2024-213 (McGull) was approved by the following vote: Ayes: Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, and Mayor McClure. Nays: Councilmember Hosmer. Absent: None. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS. Requiring One Reading.

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2024-214 (Horton)

A special ordinance amending Special Ordinance 26654 to add to, and redefine, the boundaries of Sanitary Sewer District Number 241 of Section Number 6 of the main sewers of the City of Springfield located in the general vicinity of Robberson Avenue and Talmage Street; and declaring that this Ordinance qualifies as a one-reading bill under Charter Section 10.15.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed would redefine the boundary of the sewer district located near Kearney Street and Robberson Avenue. He further noted the sewer district consisted of seven properties. Mr. Kemper added plans were completed in 2015 and the project was advertised for construction in November 2020. He added one bid was received which was high, and the Environmental Services Department chose to reconsider the scope of the project. Mr. Kemper noted it was determined the district could be expanded to include most of the area between Talmage and Kearney Street. He added the expanded district included 18 properties and needed one additional sewer line. He further noted informational mailings were sent to the property owners on October 14, 2024.

Mayor Pro Tem Simpson thanked Mr. Kemper for his work.

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

Ordinance 28055. Council Bill 2024-214 (Horton) was approved by the following vote:

Ayes: Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

14. FIRST READING BILLS. Requiring Two Readings. Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2024-215 (Horton)

A special ordinance to establish and define Sanitary Sewer District No. 222 of Section No. 16 of the main sewers of the City of Springfield, Missouri, located in the general vicinity of Miller Avenue and Mt. Vernon Street; authorizing acquisition of necessary right-of-way, including condemnation thereof, in accordance with the laws of the state; adopting the plans and specifications for the project; providing for the improvement; and authorizing the city manager to advertise for sealed bids therefor, according to the plans and specifications, by publication.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. Mr. Kemper noted the proposed would make sewer available to 46 tracks and eliminate 43 septic systems within the city limits in the vicinity of Mount Vernon Street and Miller Avenue. He further noted the proposed would establish and define the district boundaries, and would adopt preliminary plans, specifications, and a sealed estimate. Mr. Kemper added the proposed would also authorize proceeding with acquisition of necessary rights-of-way and authorize the advertisement for construction of bids. He noted once bids were received, there would be additional Council Bills to come forward. He added informational mailings were sent to the property owners and occupants on September 23.

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

14.2. Council Bill 2024-216 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the State of Missouri Department of Economic Development to accept \$3,500,000 of state General Revenue Funds appropriated by the Missouri General Assembly to support maintenance and improvements to Hammons Field; and amending the budget for Fiscal Year 2024-2025 to appropriate funds for maintenance and improvements to Hammons Field.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would allow acceptance of \$3.5 million that was appropriated by General Assembly House Bill 7.023 and amending the budget for Fiscal Year 2025 for maintenance and improvements of Hammons Field. Mr. Holtmann further noted \$2.4 million would be for press level renovations, \$80,000 for stadium audio replacement, \$400,000 being contributed by the Springfield Cardinals Capital maintenance fund, \$110,000 for roofing repairs, \$500,000 for masonry repairs and ceiling, \$100,000 for steel cleaning and recoating, \$50,000 for structural steel repairs, \$155,000 to replace aging HVAC units, and \$100,000 for miscellaneous repairs.

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

14.3. Council Bill 2024-217 (Lee)

A general ordinance amending the Springfield City Code, Section 2-92, known as the "Salary Ordinance," to add a provision for a shift differential for certain employees working in the Springfield-Greene County 9-1-1 Emergency Communications Department; and by adding the new job title of Health Support Services Supervisor and salary grade of PAT-6 to the Classifications of the Professional, Administrative and Technical Schedule.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would add a provision for a shift differential for certain 911 employees and add a new job title for the Health Department. Ms. Morrison further noted the 911 shift differential would be used to ensure continuity of staffing between the hours of 1:00 a.m. and 11:00 a.m. to address busy times for 911 calls. Ms. Morrison noted the special shift

would overlap first and third shift. She added the recommendation for the special shift differential was \$3 per hour.

Ms. Morrison noted the Health Department desired to restructure to better meet operational needs. She further noted part of the restructuring included the elimination of two full-time positions to be replaced by open full-time Support Services Supervisor position. Ms. Morrison added no budget adjustment was necessary for 911, and the Health Department would use salary savings for their recommended change.

Councilmember Jenson expressed his support for making 911 positions more attractive. He asked for an update on his previous request at looking at opportunities to streamline the administrative process if they didn't involve budget adjustments or approved full-time employee levels. Ms. Morrison responded they had been working with the Law Department and management on how the changes could be brought forward.

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

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Tim Havens wishes to address City Council. Withdrew.

16. NEW BUSINESS.

16.1. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Taylor Williams with term to expire May 1, 2027. Recommended.

16.2. The Public Involvement Committee recommends the following appointment to the Springfield-Greene County Environmental Advisory Board: Nancy Williams with term to expire October 1, 2026. Recommended.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

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

20.1. Council Bill 2024-218 (Hosmer)

A resolution acknowledging the reappointment of Todd Wojciechowski to the Tax Increment Financing Advisory Commission made by the Republic R-3 School District

Resolution 10789. Council Bill 2024-218 (Hosmer) was approved by the following vote: Ayes: Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

21. CONSENT AGENDA – SECOND READING BILLS.

22. END OF CONSENT AGENDA.

23. ADJOURN.

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

**October 8, 2024
Springfield, Missouri**

The City Council met in special session on October 8, 2024, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll*, Derek Lee, and Ken McClure. Absent: None.

*Councilmember Carroll attended via Zoom.

Closed Session

Councilmember Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and to discuss hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

**October 18, 2024
Springfield, Missouri**

The City Council met in special session on October 18, 2024, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

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

*Councilmember Jenson and Councilmember Hardinger attended via Zoom.

Closed Session

Councilmember Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and to discuss hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid pursuant to Section 610.021 (11), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

**October 22, 2024
Springfield, Missouri**

The City Council met in special session on October 22, 2024, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

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

Closed Session

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

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

**October 29, 2024
Springfield, Missouri**

The City Council met in special session on October 29, 2024, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, and Ken McClure. Absent: None.

Closed Session

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

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

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk



EXPLANATION TO COUNCIL BILL 2024-215 (HORTON)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance to establish and define Sanitary Sewer District No. 222 of Section No. 16 of the main sewers of the City of Springfield, Missouri, located in the general vicinity of Miller Avenue and Mt. Vernon Street; authorizing acquisition of necessary right-of-way, including condemnation thereof, in accordance with the laws of the state; adopting the plans and specifications for the project; providing for the improvement; and authorizing the city manager to advertise for sealed bids therefor, according to the plans and specifications, by publication.

PURPOSE: To establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way by purchase or condemnation thereof, for Sanitary Sewer District No. 222 of Section No. 16 of the main sewers of the City, located in the general vicinity of Miller Avenue and Mt. Vernon Street; further provide that all labor shall be paid the prevailing wages; and direct the City Manager, or his designee, to advertise for bids for the construction of said sewers.

BACKGROUND INFORMATION: 1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution No. 7995, to eliminate septic tanks within the City limits and to encourage infill by providing sanitary sewer service. This project will be funded by the ES Clean Water Enterprise Fund. It will make sewer available to 46 tracts which will eliminate 43 septic systems from within the City limits of Springfield.

2. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.

3. Wastewater from this district will flow to the Southwest Wastewater Treatment Plant.

4. To assist property owners with the costs associated with the sewer tax bills and sewer hookup, several programs are available. The City Sewer Financial Assistance Program provides residential property owners the opportunity to take advantage of a maximum cap per tract on the tax bill amount for single family residential properties. A low-interest loan to help with costs for hookup to the sewer is available through the Department of Environmental Services. The Sanitary Sewer Installation and Connection Assistance Program provides two types of assistance for low and moderate income families. One provides a deferred, no-interest loan for sewer hookup costs. The other is a direct grant to offset the cost of the tax bill. The City also provides a 15-year, low-interest payback arrangement for tax bill costs.

5. This ordinance is for a public improvement, where a special tax bill is issued, and thus qualifies as a one-reading bill under Charter Section 10.15.

6. Funding for this tax bill will come from the ES Clean Water Enterprise Fund and will be reimbursed through special assessments issued against the properties in the district. Any costs above the maximum cap for residential property will be incurred by the City.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted By: Ron Petering, Assistant Director of Environmental Services

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

Attachments:

1. SSD Miller-Mt Vernon_Ord JLP 10-15-24
2. Exhibit A- SSD Miller
3. Exhibit B- SSD Miller

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 10-15-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-215

SPECIAL ORDINANCE _____

AN ORDINANCE

1 TO ESTABLISH and define Sanitary Sewer District No. 222 of Section No. 16 of the
2 main sewers of the City of Springfield, Missouri, located in the
3 general vicinity of Miller Avenue and Mt. Vernon Street; authorizing
4 acquisition of necessary right-of-way, including condemnation
5 thereof, in accordance with the laws of the state; adopting the plans
6 and specifications for the project; providing for the improvement;
7 and authorizing the city manager to advertise for sealed bids
8 therefor, according to the plans and specifications, by publication.
9 _____

10
11 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
12 SPRINGFIELD, MISSOURI, as follows, that:

13
14 Section 1 – Sanitary Sewer District No. 222 of Section No. 16 of the main
15 sanitary sewers of the City of Springfield, Missouri, located in the general vicinity of
16 Miller Avenue and Mt. Vernon Street, is established, and defined according to the plat
17 for the same, which is approved, a copy of the same being attached hereto and
18 incorporated by reference as Exhibit “A”.
19

20 Section 2 – The boundaries of Sanitary Sewer District No. 222 of Section No. 16
21 are described as follows:
22

23 A Sanitary Sewer District, lying in Section 19, Township 29 North, Range 22 West,
24 being all of Lots 6 through and including Lot 12 of the Amended Final Plat of Carthage
25 Road Place, as recorded in Plat Book K, at Page 49, Lots 1 through and including Lot
26 28 in Block 1, Lots 1 through and including Lot 28 in Block 2, Lots 1 through and
27 including Lot 15 in Block 3 of Louis Haseltine’s Orchard Park Subdivision, as recorded
28 in Plat Book L, at Page 3 and that part of the Southeast Quarter (SE1/4), of the
29 Southeast Quarter (SE1/4), of the Northwest Quarter (NW 1/4) of said Section 19, being
30 the tracts of land described in Book 2612, at Page 693 and Book 2656, at Page 1111,
31 and a part of the public rights-of-way of S. Miller Avenue, W. Mt. Vernon Street, W.
32 Madison Street, S. Waco Avenue, and that part of the unimproved right-of-way of

Lulwood Avenue, adjacent to said tracts or lots all in the City of Springfield, Greene County, Missouri, being more particularly described as follows:
Beginning at the Northeast corner of the East One-Half (E1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 19, as described in the right-of-way deed recorded in Book 2018, at Page 018235-18; thence S02°11'42"W (Deed), along the East line of said E1/2, a distance of 31.24 feet (Deed) to a point on the South right-of-way line of said W. Mt. Vernon Street; thence West, along said South right-of-way line, a distance of 608.51 feet (Deed); thence Southwesterly, continuing along said South right-of-way line, a distance of 42.50 feet (Deed), to the East right-of-way line of said S. Miller Ave.; thence along said East right-of-way line the following five (5) calls: 1) South, a distance of 705.47 feet (Deed); 2) East, a distance of 10.00 feet (Deed); 3) South, a distance of 203.05 feet (Deed); 4) Southwesterly, a distance of 140.48 feet (Deed); 5) South, a distance of 254.8 feet, more or less to a point perpendicular to and opposite of the Northeast corner of Lot 1 in Western Meadows, as recorded in Plat Book AAA, at Page 493; thence West, crossing said S. Miller Avenue, a distance of 60.0 feet, more or less, to said Northeast corner of Lot 1; thence Northwest, along the North line of said Lot 1, being the South line of said W. Madison Street, a distance of 14.06 feet (Plat); thence West, along the North line of Lots 1, 2, 3, 4 and 5 of said Western Meadows, also being along the South right-of-way line of said W. Madison Street, a distance of 263.76 feet (Plat); thence Southwesterly, along the North line of said Lot 5, a distance of 14.25 feet (Plat), to a point on the East right-of-way line of said S. Waco Avenue; thence South along said East right-of-way line, a distance of 660.6 feet, more or less, to a point perpendicular and opposite of the Southeast corner of said Lot 15 in Block 3 of Louis Haseltine's Orchard Park Subdivision; thence West, crossing said S. Waco Avenue, and along the South line of said Lot 15, and beyond, crossing said Lulwood Avenue, as platted, a distance of 358 feet (plat); thence North, along the West platted right-of-way line of said Lulwood, crossing said W. Madison Street, a distance of 1980 feet (Plat), to the South right-of-way line of said W. Mt. Vernon Street; thence North 60.0 feet (Plat), to a point on the North right-of-way line of said W. Mt. Vernon Street at the Southeast corner of said tract described in said Book 2656, at Page 1111; thence West, along the South line of said tract, and the South line of a tract of land described in said Book 2612, at Page 693, a distance of 240 feet (Deed), to the Southwest corner of said tract described in Book 2612, at Page 693; thence North, along the West line of said tract, a distance of 210.00 feet (Deed), to the Northwest corner of said tract; thence East, along the North line of said tracts, a distance of 240 feet, more or less, to a point on the West line of said Lot 9 of said Amended Final Plat of Carthage Road Place; thence North 446.00 feet, more or less, along the West line of said Lots 9, 10, 11, and 12, of said Amended Carthage Road Place, to the Northwest corner of said Lot 12; thence East, along the North line of said Lot 12, a distance of 641.7 feet (Plat) to the Northeast corner of said Lot 12; thence East, crossing said S. Miller Avenue, a distance of 60.00 feet (Plat) to the Northwest corner of said Lot 6 of said Amended Final Plat of Carthage Road Place; thence East, along the North line of said Lot 6, a distance of 641.7 feet (Plat), to the Northeast corner of said Lot 6; thence South, along the East line of said Lots 6 and 7, a distance of 660.00 feet (Plat), to the Southeast corner of said Lot 7, being a point on the North right-of-way line of said W. Mt. Vernon Street; thence South, a distance of 30.0 feet (Plat), to the Point of

Beginning. Description is for the purpose of describing a sanitary sewer district boundary only and is not to be used to convey title.

Section 3 – It is found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing sanitary sewer improvements in the general vicinity of Miller Avenue and Mt. Vernon Street, to acquire, by purchase or condemnation proceedings, certain property rights for such public improvements, including but not limited to construction, installation, maintenance, and repair of sanitary sewer lines, and all work incidental and subsidiary thereto.

Section 4 – The City Manager and his designees are authorized to engage in good faith negotiations with the owners of property herein described for the purpose of acquiring such property rights.

Section 5 – The City Manager and his designees are authorized to execute necessary documents to pay and disburse funds to such property owners, others holding such property rights, and escrow agents pursuant to negotiated agreements.

Section 6 – In the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such property rights, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized to institute condemnation proceedings for the purpose of acquiring such property rights in the manner provided by the laws of the state.

Section 7 – The plans and specifications for Sanitary Sewer District No. 222 of Section No. 16, consisting of the plat, plan, profile, specifications, and a sealed estimate of the costs, prepared for the City Manager by the Director of Environmental Services, are on file in the Director's Office. Said plans are hereby approved by City Council and a copy of the sealed estimate of the costs ordered placed on file with the City Clerk.

Section 8 – The City of Springfield, Missouri, will not contribute toward the cost of the improvements for Sanitary Sewer District No. 222 of Section No. 16, except as prescribed under General Ordinance No. 5717 regarding caps on tax bill sewer projects and Sewer Extension Cost Recovery (SECR) fees, and the portion of the cumulative costs of professional services for survey, engineering, and plan review, if any, which exceed 15% of the contract bid price. The special assessments for the project shall include all costs of labor, materials, publications, postage, abstracts, professional fees for survey, engineering and plan review (these professional fees shall collectively not exceed 15 percent of the contract bid price for the project, or of the engineer's estimated price, whichever is the lesser), the cost of the necessary right(s)-of-way, and a connection fee in accordance with the connection schedule established by Section 120-246 of the Springfield City Code.

Section 9 – The City Council has determined that the Department of Environmental Services Clean Water Enterprise Fund will be used to pay all or part of the costs of the improvements for Sanitary Sewer District No. 222 of Section No. 16 and the City Council has or will provide that all the cost of such improvements shall be

assessed and levied on the properties benefited in said district, which will be eligible for the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section 98-286(4)(b) of the Springfield City Code. The City, or its assignees, shall collect all special assessments so levied in the manner therein provided and shall use such collections to reimburse the City for the amount paid or to be paid from the Department of Environmental Services Clean Water Enterprise Fund for such improvements.

Section 10 – The City Manager, or designee, is hereby authorized to proceed in accordance with Section 98-286 of the Springfield City Code, and to advertise by publication in a daily printed newspaper in the City for three (3) consecutive issues for sealed bids to be submitted in accordance with the plans and specifications for the costs of the improvements for Sanitary Sewer District No. 222 of Section No. 16. All bidders shall be required as a condition of submitting a bid to agree their bid shall not be withdrawn for a period of 90 days from the date of the bid opening specified in the bid notice. Bidders shall be notified that payment for the cost of the project shall be from the Department of Environmental Services Clean Water Enterprise Fund and there will be progress payments during the course of the project with final payment to be made to the contractor upon acceptance of the project by the City. The City Manager, or designee, is hereby authorized to publicly open said bids and shall report to the City Council, at the next council meeting after the bid opening, the name and bid of the lowest responsive bidder.

Section 11 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jim Millington, Deputy City Attorney

Approved for Council action: Jason A. Hage City Manager

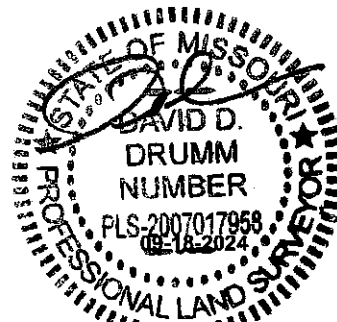
EXHIBIT A

A Sanitary Sewer District, lying in Section 19, Township 29 North, Range 22 West, being all of Lots 6 through and including Lot 12 of the Amended Final Plat of Carthage Road Place, as recorded in Plat Book K, at Page 49, Lots 1 through and including Lot 28 in Block 1, Lots 1 through and including Lot 28 in Block 2, Lots 1 through and including Lot 15 in Block 3 of Louis Haseltine's Orchard Park Subdivision, as recorded in Plat Book L, at Page 3 and that part of the Southeast Quarter (SE1/4), of the Southeast Quarter (SE1/4), of the Northwest Quarter (NW 1/4) of said Section 19, being the tracts of land described in Book 2612, at Page 693 and Book 2656, at Page 1111, and a part of the public rights-of-way of S. Miller Avenue, W. Mt. Vernon Street, W. Madison Street, S. Waco Avenue, and that part of the unimproved right-of-way of Lulwood Avenue, adjacent to said tracts or lots all in the City of Springfield, Greene County, Missouri, being more particularly described as follows:

Beginning at the Northeast corner of the East One-Half (E1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Section 19, as described in the right-of-way deed recorded in Book 2018, at Page 018235-18; thence S02°11'42"W (Deed), along the East line of said E1/2, a distance of 31.24 feet (Deed) to a point on the South right-of-way line of said W. Mt. Vernon Street; thence West, along said South right-of-way line, a distance of 608.51 feet (Deed); thence Southwesterly, continuing along said South right-of-way line, a distance of 42.50 feet (Deed), to the East right-of-way line of said S. Miller Ave.; thence along said East right-of-way line the following five (5) calls: 1) South, a distance of 705.47 feet (Deed); 2) East, a distance of 10.00 feet (Deed); 3) South, a distance of 203.05 feet (Deed); 4) Southwesterly, a distance of 140.48 feet (Deed); 5) South, a distance of 254.8 feet, more or less to a point perpendicular to and opposite of the Northeast corner of Lot 1 in Western Meadows, as recorded in Plat Book AAA, at Page 493; thence West, crossing said S. Miller Avenue, a distance of 60.0 feet, more or less, to said Northeast corner of Lot 1; thence Northwest, along the North line of said Lot 1, being the South line of said W. Madison Street, a distance of 14.06 feet (Plat); thence West, along the North line of Lots 1, 2, 3, 4 and 5 of said Western Meadows, also being along the South right-of-way line of said W. Madison Street, a distance of 263.76 feet (Plat); thence Southwesterly, along the North line of said Lot 5, a distance of 14.25 feet (Plat), to a point on the East right-of-way line of said S. Waco Avenue; thence South along said East right-of-way line, a distance of 660.6 feet, more or less, to a point perpendicular and opposite of the Southeast corner of said Lot 15 in Block 3 of Louis Haseltine's Orchard Park Subdivision; thence West, crossing said S. Waco Avenue, and along the South line of said Lot 15, and beyond, crossing said Lulwood Avenue, as platted, a distance of 358 feet (plat); thence North, along the West platted right-of-way line of said Lulwood, crossing said W. Madison Street, a distance of 1980 feet (Plat), to the South right-of-way line of said W. Mt. Vernon Street; thence North 60.0 feet (Plat), to a point on the North right-of-way line of said W. Mt. Vernon Street at the Southeast corner of said tract described in said Book 2656, at Page 1111; thence West, along the South line of said tract, and the South line of a tract of land described in said Book 2612, at Page 693, a distance of 240 feet (Deed), to the Southwest corner of said tract described in Book 2612, at Page 693; thence North, along the West line of said tract, a distance of 210.00 feet (Deed), to the Northwest corner of said tract; thence East, along the North line of said tracts, a distance of 240 feet, more or less, to a point on the West line of said Lot 9 of said

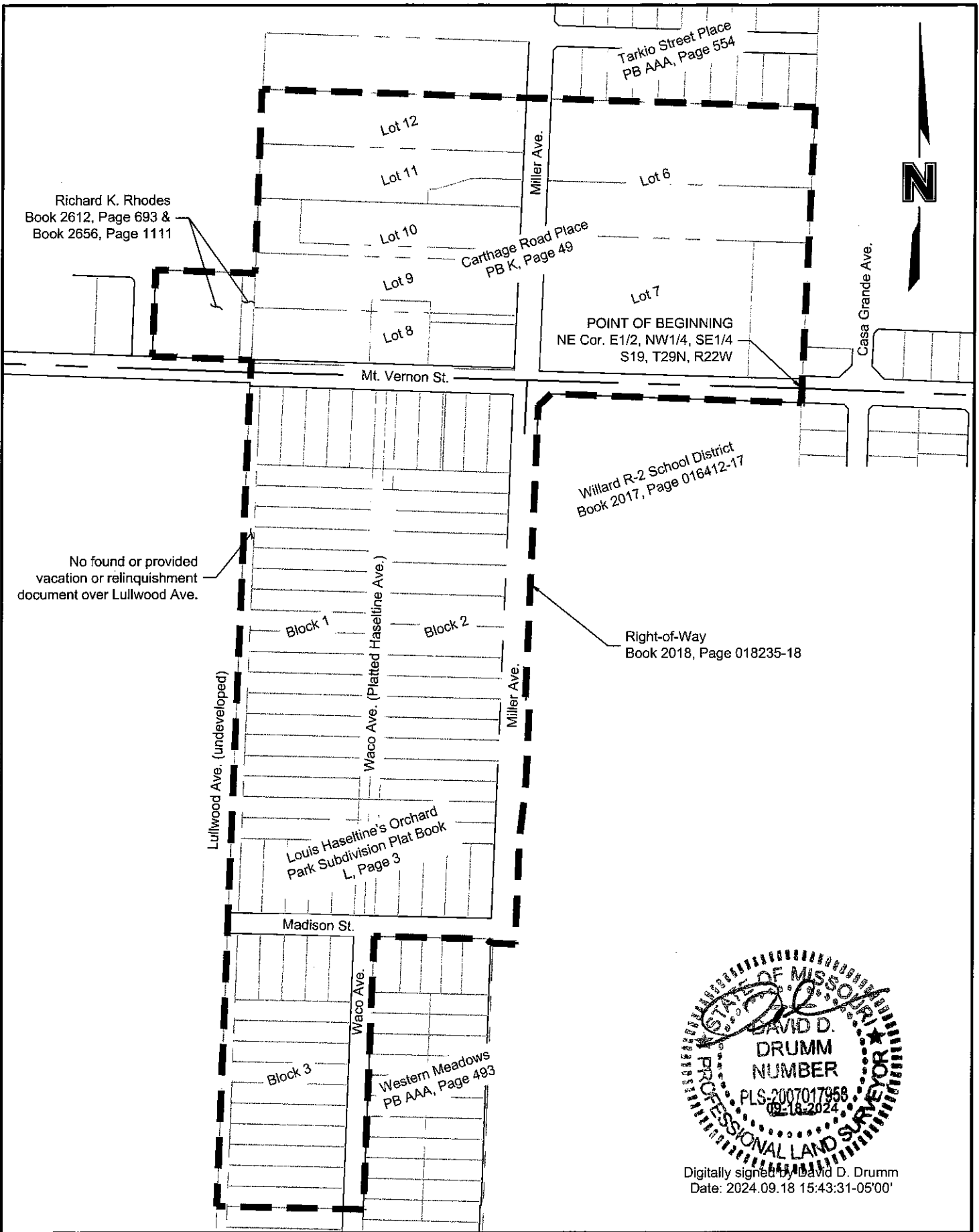
Amended Final Plat of Carthage Road Place; thence North 446.00 feet, more or less, along the West line of said Lots 9, 10, 11, and 12, of said Amended Carthage Road Place, to the Northwest corner of said Lot 12; thence East, along the North line of said Lot 12, a distance of 641.7 feet (Plat) to the Northeast corner of said Lot 12; thence East, crossing said S. Miller Avenue, a distance of 60.00 feet (Plat) to the Northwest corner of said Lot 6 of said Amended Final Plat of Carthage Road Place; thence East, along the North line of said Lot 6, a distance of 641.7 feet (Plat), to the Northeast corner of said Lot 6; thence South, along the East line of said Lots 6 and 7, a distance of 660.00 feet (Plat), to the Southeast corner of said Lot 7, being a point on the North right-of-way line of said W. Mt. Vernon Street; thence South, a distance of 30.0 feet (Plat), to the Point of Beginning. Description is for the purpose of describing a sanitary sewer district boundary only and is not to be used to convey title.

Prepared by: Olsson, Inc.
Survey MO Certificate of Authority #LC366
550 St. Louis Street
Springfield MO 65806
Tel 417.890.8802
Prepared for: Springfield, MO
Project No.: 020-07550



Digitally signed by David D. Drumm
Date: 2024.09.18 15:42:30-05'00'

DWG: F:\2020\0501-1000\020-0755\40-Design\Survey\SRVY\Sheets\V_EXH_Sewer District_02007550.dwg
 DATE: Sep 18, 2024 3:38pm XREFS: V_XBNDY_0200755 USER: ddrumm



Project no: 020-07550	SEWER DISTRICT EXHIBIT		Olsson Associates, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis Street Springfield, MO 65808 TEL 417.890.8802 FAX 417.890.8805	EXHIBIT
Drawn by: DDD				B
Date: 09/18/24				



EXPLANATION TO COUNCIL BILL 2024-216 (HARDINGER)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the State of Missouri Department of Economic Development to accept \$3,500,000 of state General Revenue Funds appropriated by the Missouri General Assembly to support maintenance and improvements to Hammons Field; and amending the budget for Fiscal Year 2024-2025 to appropriate funds for maintenance and improvements to Hammons Field.

PURPOSE: Authorizing the City Manager, or designee, to enter into an agreement with the State of Missouri, Department of Economic Development ("DED"), for the purpose of accepting \$3,500,000 of state General Revenue Funds, appropriated by the Missouri General Assembly by House Bill 7.023, Fiscal Year 2025; and amending the budget for Fiscal Year 2024-2025 to appropriate funds for the maintenance and improvements of Hammons Field.

BACKGROUND INFORMATION: The Missouri General Assembly appropriated funds from the General Revenue Funds to the Department of Economic Development in House Bill 7 Section 7.023, Fiscal Year 2025, in the amount of \$3,500,000 for the maintenance and improvements of sports complex ("Hammons Field") located in a city with more than one hundred sixty thousand but fewer than two hundred thousand inhabitants. The state agreement allows the City to seek reimbursement for the following improvements within Hammons Field: \$2,400,000 for Press Level Renovations; \$80,000 for Stadium Audio Replacement (with matching funds of \$391,000 of Springfield Cardinal Capital Maintenance Funds); \$110,000 for roof repairs; \$500,000 masonry repairs and sealing; \$105,000 steel cleaning and recoating; \$50,000 structural steel repairs; \$155,000 HVAC replacements; and \$100,000 in miscellaneous repairs. With approval of this ordinance, the City will accept and appropriate the State funding for maintenance and improvements of Hammons Field. All projects must be completed and billed to the State of Missouri by June 10, 2025.

Submitted By: David Holtmann, Director of Finance

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

Attachments:

1. Hammons Field Reimbursement 2024 _ord
2. Exhibit A - Hammons Field Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-15-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-216

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an agreement with the
2 State of Missouri Department of Economic Development to accept
3 \$3,500,000 of state General Revenue Funds appropriated by the
4 Missouri General Assembly to support maintenance and improvements
5 to Hammons Field; and amending the budget for Fiscal Year 2024-
6 2025 to appropriate funds for maintenance and improvements to
7 Hammons Field.
8 _____
9

10 WHEREAS, the Missouri General Assembly appropriated funds in the amount of
11 \$3,500,000, to the Missouri Department of Economic Development ("DED") for
12 maintenance and improvements to a sports complex ("Hammons Field") located in a city
13 with more than one hundred sixty thousand but fewer than two hundred thousand
14 inhabitants; and
15

16 WHEREAS, the proposed agreement through which the City is to accept these
17 funds allows the City to seek reimbursement for the City's \$3,500,000 contribution
18 toward improvements to Hammons Field; and
19

20 WHEREAS, the maximum funding amount of \$3,500,000 under the agreement
21 will be accepted and appropriated for maintenance and improvements of Hammons
22 Field.
23

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

27 Section 1 – The City Manager, or designee, is hereby authorized to enter into a
28 Funding Agreement with the State of Missouri Department of Economic Development
29 for the purpose of accepting \$3,500,000 in funds appropriated by the General Assembly
30 for maintenance and improvements to Hammons Field, provided said Funding
31 Agreement is in a form approved by the City Attorney.
32

33 Section 2 – The Fiscal Year 2024-2025 budget is hereby amended in the
34 accounts and in the amounts as shown on Budget Adjustment No. 026, a copy of which
35 is attached hereto and incorporated herein by reference as “Exhibit A.”
36

37 Section 3 – City Council finds that the budget adjustment made above has been
38 recommended by the City Manager.
39

40 Section 4 – The City Manager, or designee, is directed to cause the appropriate
41 accounting entries to be made in the books and records of the City.
42

43 Section 5 – 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 *Laura Vales*
56 Approved as to form: _____, Assistant City Attorney
57

58 *Jason A. Hage*
59 Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	70010	416020	103556	00000	\$ 3,500,000	State of Missouri, Dept of Economic Development Fund
Net Revenue Adjustment						\$ 3,500,000	

Expenditures:

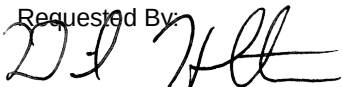
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	70010	509110	103556	00000	\$ 3,500,000	Improvements to Hammons Field - State of MO fund
Net Expenditure Adjustment						\$ 3,500,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating funds from the State of Missouri, Department of Economic Development for the maintenance and improvements of Hammons Field.

Requested By:

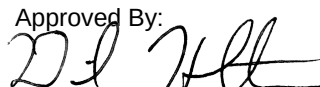


Department Head

10-15-2024

Date

Approved By:



Director of Finance

10-15-2024

Date

Authorization:

Council Bill No. 2024-216

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager

Date



EXPLANATION TO COUNCIL BILL 2024-217 (LEE)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92, known as the “Salary Ordinance,” to add a provision for a shift differential for certain employees working in the Springfield-Greene County 9-1-1 Emergency Communications Department; and by adding the new job title of Health Support Services Supervisor and salary grade of PAT-6 to the Classifications of the Professional, Administrative and Technical Schedule.

PURPOSE: To amend the Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ to add a new shift differential for certain employees working 0100 (1:00 a.m.) to 1100 (11:00 a.m.) in the Springfield-Greene County 911 Emergency Communications Department, and to establish one new job title in the Classifications of the Professional, Administrative, and Technical (“PAT”) Non-Union Schedule.

BACKGROUND INFORMATION: The Emergency Communications Department has a “special shift” for 911 dispatchers from 1:00 a.m. to 11:00 a.m. to ensure critical continuity of staffing. The shift is designed to address busy times for 911 calls from night clubs as well as the busy hours during the morning work rush. It also assists with overlap with other shifts and this shift provides critical coverage when inevitable unplanned absences are called in during these critical peak periods. However, because the shift overlaps with both typical third shift and first shift hours, the Emergency Communications Department has difficulty staffing the shift. Therefore, in order to incentivize employees to work this special shift, a \$3.00 an hour shift differential is recommended for employees who are regularly assigned the shift. Employees who fill in for the shift will receive the shift differential during the hours of 1:00 a.m. to 5:00 a.m.

Additionally, a new job title is recommended for the Springfield-Greene County Health Department and addresses a need for a new job title based on changes in the administrative services area of the department. The Health Department is restructuring to better meet their needs in this area and the department is eliminating two full-time equivalent (FTE) Staff Assistant positions that are vacant and instead needs a new support services supervisor position. The recommended job title addition for the Springfield-Greene County Health Department is Health Support Services Supervisor, PAT-6. Human Resources completed a job study and supports the establishment of the new job title.

REMARKS: The recommendations related to the new shift differential and the new job title are consistent with Council’s policies. No budget adjustment is necessary as the



Emergency Communications Department already included funding for this new shift differential in their current budget and the Health Department is using the salary savings from the two eliminated Staff Assistant FTEs.

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

Submitted By: Danielle Allen, Executive Secretary

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

Attachments: 1. Salary Ord 10-7-24 911 Shift Dif and Job Title

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-15-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-217

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the "Salary
2 Ordinance," to add a provision for a shift differential for certain
3 employees working in the Springfield-Greene County 9-1-1
4 Emergency Communications Department; and by adding the new
5 job title of Health Support Services Supervisor and salary grade of
6 PAT-6 to the Classifications of the Professional, Administrative and
7 Technical Schedule.
8 _____
9

10 WHEREAS, the Springfield-Greene County 9-1-1 Emergency Communications
11 Department has difficulty staffing the special shift, which runs from 0100 to 1100, and in
12 order to incentivize employees to work that shift, wishes to pay a \$3.00 per hour shift
13 differential to employees regularly assigned said shift who work hours within that shift;
14 and
15

16 WHEREAS, the expenses associated with paying such \$3.00 an hour shift
17 differential have been included in the Springfield-Greene County 9-1-1 Emergency
18 Communications budget that was approved by the Greene County Commission; and
19

20 WHEREAS, the intergovernmental agreement between the City and Greene
21 County regarding the 9-1-1 Emergency Communications Department provides that the
22 City will pay all expenses necessary for operating the 9-1-1 Emergency
23 Communications Department and will then invoice Greene County for such expenses,
24 and Greene County will remit payment for approved expenses; and
25

26 WHEREAS, the Springfield-Greene County Health Department wishes to
27 eliminate two full-time equivalent ("FTE") Staff Assistant positions, currently funded
28 vacancies, and use those salary savings to fund a new position of Health Support
29 Services Supervisor. A completed job study supports the establishment of the new job
30 title.
31

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

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

Section 1 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended by adding, at a location deemed appropriate by the City Attorney, the following new section on special shift differential pay for certain employees within the Springfield-Greene County 9-1-1 Emergency Communications Department:

Special Shift Pay Differential for Eligible 9-1-1 Employees

- A. Effective November 5, 2024, employees within the Springfield-Greene County 9-1-1 Emergency Communications Department who are regularly assigned to work the special shift, which means 0100 to 1100, shall be paid a \$3.00 per hour shift differential for hours worked between 0100 to 1100.**
- B. Employees within the Springfield-Greene County 9-1-1 Emergency Communications Department who are not regularly assigned to work the special shift, shall be paid a \$3.00 per hour shift differential, but only for any hours worked between 0100 and 0500.**
- C. For the purposes of this section, “regularly assigned” means assigned to work a particular shift by the 911 Training and Education Manager, the 911 Operations Manager, the Assistant Director of Emergency Communications, or the Director of Emergency Communications. While other instances may occur, this will normally be as a result of a shift bid process, when an individual is hired into a particular shift, or when there is an opening on a shift and an employee is assigned to work that opening.**

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

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

Classification:

Salary Grade:

Health Support Services Supervisor

PAT-6

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

Passed at meeting: _____

Mayor

80 Attest: _____, City Clerk

81

82 Filed as Ordinance: _____

83

84 Approved as to form:  _____, Assistant City Attorney

86

87 Approved for Council action:  _____ City Manager

88

EXPLANATION TO COUNCIL BILL 2024-219 (LEE)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution authorizing the City Manager, or designee, to apply for up to \$5,000,000 in grant funds from the United States Department of Housing and Urban Development Continuum of Care Builds Grant Program, to assist in developing a specific permanent supportive housing project aimed at benefiting chronically homeless individuals.

PURPOSE: To adopt a resolution authorizing the City Manager, or designee, to apply for a Continuum of Care Builds ("CoCBuils") Grant from the United States Department of Housing and Urban Development (HUD) for a maximum amount of \$5 million, which will be used to develop a specific permanent supportive housing ("PSH") project aimed at benefiting chronically homeless individuals.

BACKGROUND INFORMATION: The Continuum of Care Builds ("CoCBuils") Notice of Funding Opportunity ("NOFO") is a competitive grant opportunity aimed at assisting Continua of Care ("CoCs") in addressing chronic homelessness. Specifically, this funding supports capital costs and activities associated directly with the development of permanent supportive housing solutions, which are essential to improving housing stability and reducing homelessness in the community. This initiative encourages innovative, scalable projects that can sustainably reduce chronic homelessness. CoCs of our size (with less than a \$10 million Pro Rata Need) are eligible to apply for up to \$5 million in funding. Because the City, as the CoC Collaborative Applicant, may only submit one project application per CoC, the Ozarks Alliance to End Homelessness requested Letters of Intent from local organizations interested in developing and implementing permanent supportive housing projects. A single Letter of Intent was received from The Kitchen, Inc. Therefore, we are specifically seeking to apply on behalf of The Kitchen, Inc. for funding for Maplewood Villas Phase III, a 32-unit affordable housing development designed for individuals aged 55 and older, with dedicated set-asides for those experiencing homelessness, particularly those eligible for permanent supportive housing programs. Should the grant be awarded, this funding would allow the City to take significant steps toward reducing chronic homelessness through coordinated community efforts. The City of Springfield will serve as the collaborative applicant, and The Kitchen, Inc. will serve as the project applicant, overseeing the construction activities under the CoCBuils grant.

REMARKS: The City has consistently pursued grant opportunities to address homelessness and is committed to leveraging this new funding source to achieve long-term housing stability for its most vulnerable populations. Should the grant be awarded, the funding and grant agreement would be provided by HUD directly to The Kitchen,



Inc., as the project applicant. Therefore, the City would not be required to serve as a pass-through for this funding source.

Submitted By: Bob Atchley, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 10/29/2024

Attachments: 1. CoCBuils Grant 2024

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 10-29-24

Sponsored by: Lee

COUNCIL BILL 2024-219 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to apply for up to \$5,000,000 in grant
2 funds from the United States Department of Housing and Urban
3 Development Continuum of Care Builds Grant Program, to assist in
4 developing a specific permanent supportive housing project aimed at
5 benefiting chronically homeless individuals.
6
7

8 WHEREAS, the Continuum of Care Builds (“CoCBuilds”) program is a
9 competitive grant opportunity aimed at assisting Continua of Care (“CoCs”) in
10 addressing chronic homelessness, and specifically supports capital costs and activities
11 associated directly with the development of permanent supportive housing solutions;
12 and
13

14 WHEREAS, as a Collaborative Applicant, the City of Springfield is applying on
15 behalf of The Kitchen, Inc., who would serve as the Project Applicant and oversee
16 construction activities; and
17

18 WHEREAS, The Kitchen, Inc., seeks to develop Maplewood Villas Phase III, a
19 32-unit affordable housing development designed for individuals ages 55 and older with
20 dedicated set-asides for individuals eligible for permanent supportive housing programs;
21 and
22

23 WHEREAS, if awarded, these funds would allow the City to take significant steps
24 toward reducing chronic homelessness through coordinated community efforts; and
25

26 WHEREAS, if awarded, the funding and grant agreement would be provided by
27 the Department of Housing and Urban Development (“HUD”) to The Kitchen, Inc., and
28 the City would not be required to serve as a pass-through for this funding source; and
29

30 WHEREAS, the application deadline for this Grant is November 21, 2024.
31

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

35 Section 1 – The City Manager, or designee, is hereby authorized to apply for and

accept up to \$5,000,000 in grant funds from the United States Department of Housing and Urban Development ("HUD") Continuum of Care Builds ("CoCBUILDS") Grant Program on behalf of The Kitchen, Inc., to assist in developing a specific permanent supportive housing project aimed at chronically homeless individuals.

Section 2 – City Council hereby finds and declares that this Ordinance authorizes entering into a contract with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Jason A. Hays City Manager



EXPLANATION TO COUNCIL BILL 2024-220 (JENSON)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 507 West Ildereen Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 507 West Ildereen Street, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION: The property owner has applied for a Short-Term Rental ("STR") Type 2 permit to establish a Short-Term Rental Type 2 at 507 West Ildereen Street. Section 36-473 of the Zoning Ordinance requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. If the signatures of at least fifty-five percent of neighboring property owners cannot be secured the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant has obtained two valid signatures from the four adjacent property owners, resulting in 50 percent consent as shown on "Exhibit C".

The two adjacent property owner who did not sign the consent form have been notified with letters of opposition that clearly state that "Failure to return this letter of opposition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the November 4th City Council meeting.

The applicant was identified through our software as potentially operating a short-term rental without a license at this location and was sent a cease-and-desist letter on May 13th, 2024. The applicant has not paid any hotel and motel tax for the dates booked from July 2023 through March 2024 for the property located at 507 West Ildereen Street.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.



Submitted By: Corey Stinson, Associate Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

- Attachments:**
1. STR2 Appeal - 507 West Ildereen Street
 2. STR2 Appeal_507 W Ildereen_exhA
 3. STR2 Appeal_507 W Ildereen_exhB
 4. STR2 Appeal_507 W Ildereen_exhC

One-rdg. X
P. Hrngs.
Pgs. 16
Filed: 10-29-24

Sponsored by: Jenson

COUNCIL BILL 2024-220 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property generally
2 located at 507 West Ildereen Street, for the purpose of allowing the
3 establishment of a Short-Term Rental Type 2 pursuant to Section
4 36-473 of the Land Development Code.
5 _____
6

7 WHEREAS, the owner of the property located at 507 West Ildereen Street has
8 applied for a Short-Term Rental (“STR”) Type 2 Permit and attempted to complete all
9 necessary steps pursuant to Springfield City Code Section 36-473, attached hereto and
10 incorporated herein as “Exhibit A” and “Exhibit B”; and
11

12 WHEREAS, Section 36-473 of the Land Development Code requires STR Type 2
13 applicants to obtain signatures from 55 percent or more of property owners adjacent to
14 and immediately across the street from the proposed property to be permitted as an
15 STR; and
16

17 WHEREAS, if the signatures of 55 percent of the neighboring property owners
18 cannot be secured, City Council may, by resolution, grant the STR Type 2 Permit; and
19

20 WHEREAS, the owner of the property located at 507 West Ildereen Street has
21 obtained two valid signatures from the four property owners adjacent to and
22 immediately across the street from the property, resulting in fifty percent (50%) consent
23 of the neighboring property owners, attached hereto and incorporated herein as “Exhibit
24 C”; and
25

26 WHEREAS, property owners within 500 feet of the proposed STR Type 2
27 establishment were notified by regular mail of the November 4, 2024, City Council
28 meeting.
29

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

33 Section 1 – City Council hereby grants the applicant a STR Type 2 Permit for the
34 property located at 507 West Ildereen Street. The granting of the Permit is expressly

subject to compliance with Section 36-473 of the Land Development Code, and any other applicable provisions of City Code.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

EXHIBIT A

Stinson, Corey

From: cheryl kreider <cheryl_kreider@icloud.com>
Sent: Wednesday, September 4, 2024 5:32 PM
To: Corey Stinson
Subject: Short term rental

Dear City Council,

I'm writing to ask to be permitted to operate a short term rental in the city of Springfield, MO. I have held my meeting at both of my properties. 912 S. Nettleton had no attendees. We mailed out all our letters. One neighbor across the street was home and signed and the other signature is mine because I own the house next door. The other signature we needed we drove to the address provided but was not the owner and the people had no idea what I was talking about. The other owner was unreachable.

Property number two: 507 W. Ildereen. Springfield, MO. I held the meeting and had four people. Two were concerned neighbor up the street because they have awful landlords next to them. I have been a long term landlord for 40 years and understand the pride of ownership. These houses are my retirement, not a job by the hour. I assured all parties, that I maintain my places well, and they can see that. Yards are cut on a regular schedule, and cleaned at least twice a week, verses not seeing them for twelve months at a time. They agreed with me. Two neighbor signed and one Neighbor lives in Buffalo. I called and texted her but would not return my call. The other house is a rental. That girl cuts my hair, but could not disclose her landlord because she rents through a property management company. No good address was provided by the city to contact him.

I'm hoping that I've done my due diligence and you can approve me for short term rentals. I would like to heard, if necessary, at the Nov. fourth meeting.

Please let me know if there is anything else you need from me. I appreciate your time and effort into this matter.

Sincerely,

Cheryl Kreider
Sea Cay LLC
Sent from my iPad



Application for Short-Term Rental Type 2

eCity INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Fill out the Short-Term Rental Intake Form and apply on [eCity](#).
2. Wait for Planning staff to review and send a follow-up email requesting payment of fees.

Case No.	
Date Filed	
Received By	
Receipt No.	

*Fee Amount Paid: \$ _____

[See Fee Schedule](#)

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 507 W. Ildereen St.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

Application Timeframe by

Department

Planning &
Development
3-6 weeks

Building Development
Services
1-3 weeks

Licensing
2-3 weeks

See checklist on page 2 for additional information.

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Cheryl Kreider

If corporation: Corporate Official: Sea Cay LLC

Mailing Address: 231 W. Republic Rd

Zip Code: 65807 Phone: 850-687-5404

E-mail: Cheryl-Kreider@yahoo.com

PROPERTY OWNER'S SIGNATURE: Cheryl Kreider

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: All the items listed on the attached checklist must be submitted during the application process or the application will be denied. The timeframes established in the attached checklist must be followed or the application will be denied.

*Fees are non-refundable

EXHIBIT B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: 8/29/24

3. Meeting Location: 507 W. 11th Street SGF

4. Number of invitations that were sent: 106

5. Number of neighbors in attendance (attach a sign-in sheet): 4

6. List the verbal comments and how you plan to address any issues:

(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the owner/operator must explain why the issues cannot be resolved.)

She hates Long term BC LANDLORDS DO
nothing around her.
I ser + clean my house twice a week.

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

I, Cheryl Kreider (print name), attest that the neighborhood meeting was held on
8/29/24 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting
Process."

Cheryl Kreider
Signature of person completing affidavit

Cheryl Kreider
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2

Meeting Date: 8/29/24

Owner/Operator: Cheryl Kreider (Sea Cny)

Location of Meeting: 507 11dercen

[illegible]



SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **507 West Ildereen Street**

STATE OF Missouri)

COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-473(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Cheyl Kreider

Signature of Owner/Operator

Cheyl Kreider

Typed or Printed Name

member/owner

Title

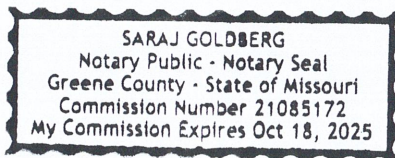
Sea Cay LLC

Name of Company or Organization
(If Applicable)

ATTEST:

Corporate Secretary
(If no seal)

Subscribed and sworn to before me a notary public on this 5 day of September, 20 24.



[Signature]
Notary Public

My Commission expires: 10-18-25

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **507 West Ildereen Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1. Address of Adjacent Residential Property: 511 W ILDEREEN ST

Owner(s) of Record (Typed or Printed)

Notary Seal (only required if signature not witnessed by applicant)

Signature(s) of Owners

SEAL

Title

2. Address of Adjacent Residential Property: 501 W ILDEREEN ST

Gregory Dissmore
Owner(s) of Record (Typed or Printed)

Notary Seal (only required if signature not witnessed by applicant)

[Signature]
Signature(s) of Owners

SEAL

Title



3. Address of Adjacent Residential Property: 506 W ILDEREEN ST

Gregory Dissmore
Owner(s) of Record (Typed or Printed)

Notary Seal (only required if signature not witnessed by applicant)

[Signature]
Signature(s) of Owners

SEAL

Title



**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **507 West Ildereen Street**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 510 W ILDEREEN ST Brandy Roberts Owner(s) of Record (Typed or Printed) Brandy Roberts Signature(s) of Owners owner Title Notary Seal (only required if signature not witnessed by applicant) SEAL ✓
5.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL
6.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL

AFFIDAVIT OF SIGN POSTING



(sign lettering must be legible in photo)

I, Cheryl Kreider (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 8/29/24 (month/day/year) and in accordance with the given posting requirements.

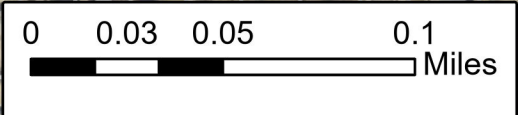
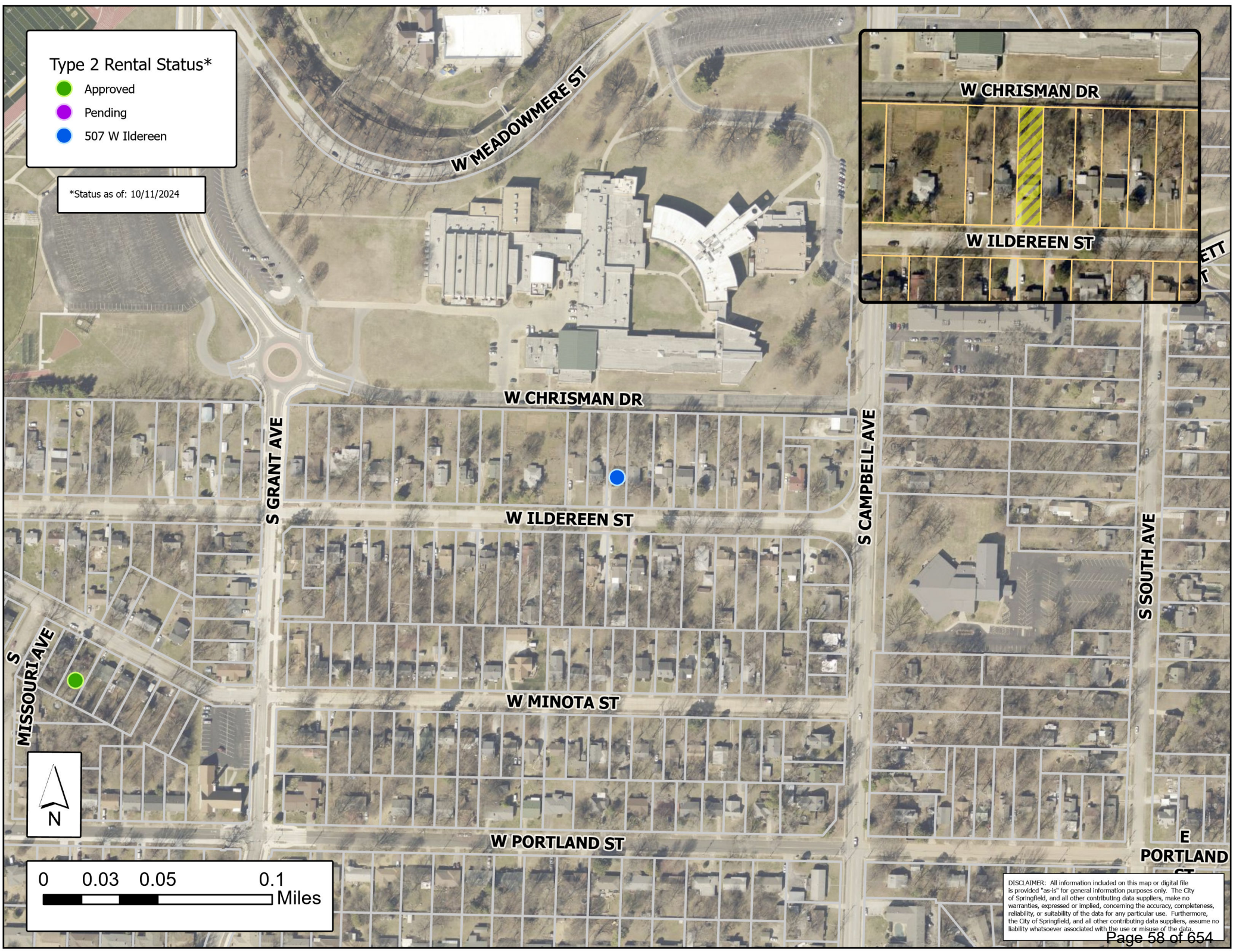
Cheryl Kreider
Signature of person completing sign posting

Cheryl Kreider
Printed name of person completing sign posting

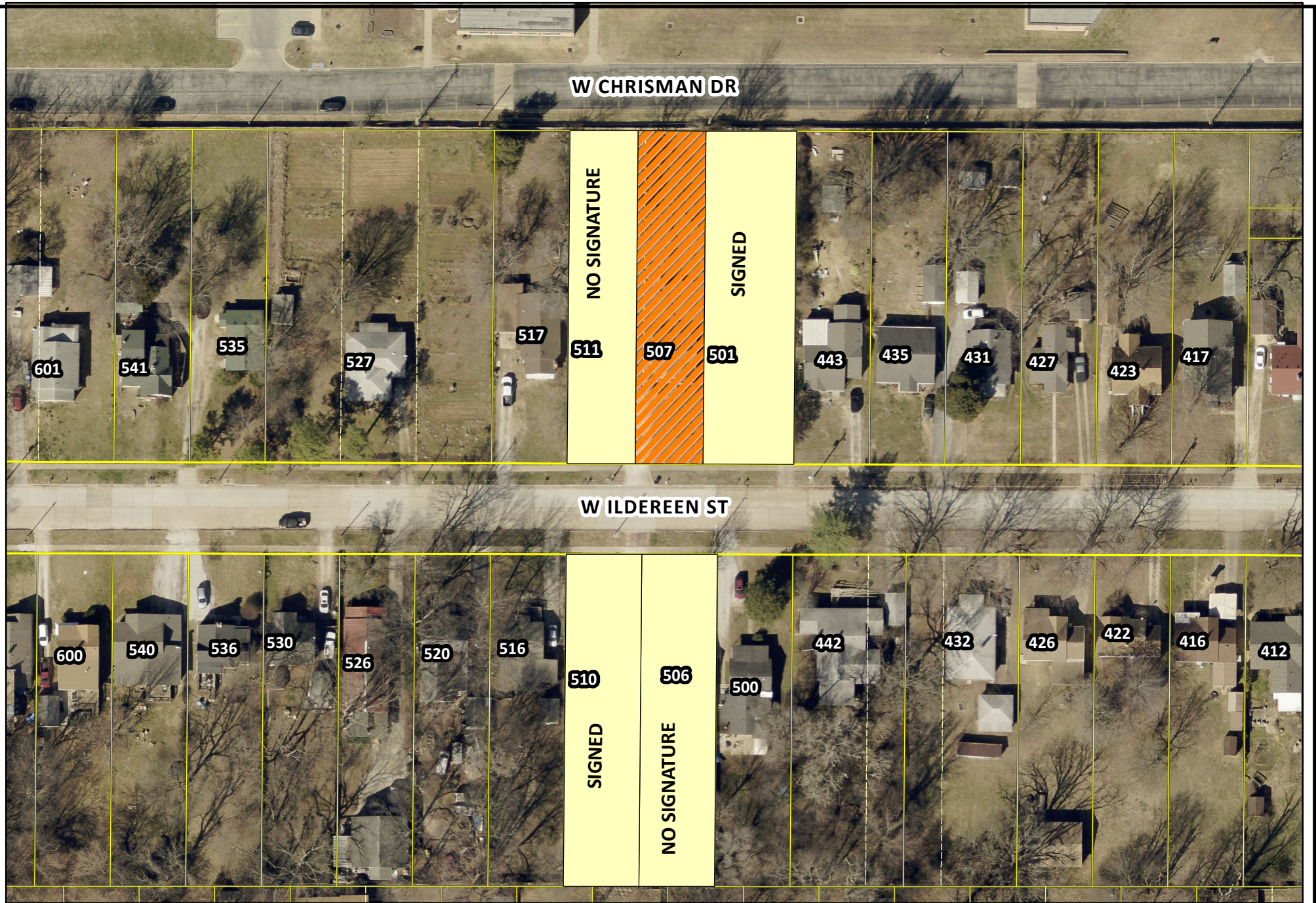
Type 2 Rental Status*

- Approved
- Pending
- 507 W Ildereen

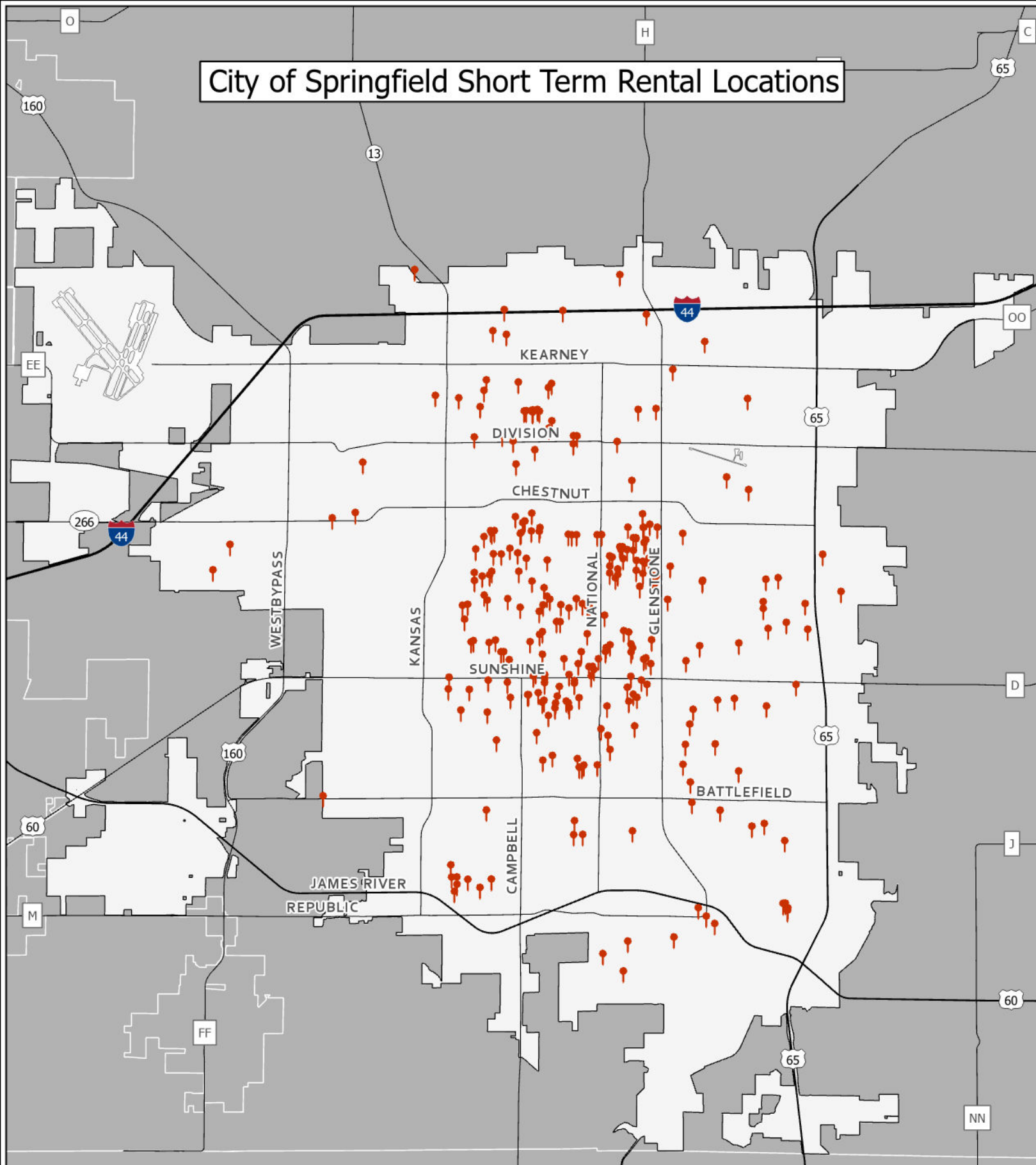
*Status as of: 10/11/2024



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



City of Springfield Short Term Rental Locations



As of February 9, 2024, the Finance Department of the City of Springfield has successfully completed the registration process for a total of 280 short-term rentals, as depicted on this map, created on February 12th 2024

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

City of Springfield, Missouri
Short-Term Rental Intake Form

1. Business Name (if applicable): Sea Cay LLC
Operator(s) Name: Cheryl Lynn Kreider
Operator(s) Address: 2131 W Republic, Springfield, MO 65807
Phone: 850 687 5404 E-Mail: Cheryl Kreider@yahoo.com
Short-Term Rental Address: 507 W. ILdareen
2. Property owner name, address, e-mail, and phone (if different):
Same Same
3. Does the Short-Term Rental operator reside at the residential dwelling? ☐ Yes ☒ No
4. ☒ Type 1 (operator occupied; all zoning districts). ☒ Type 2 (non-operator occupied, zoned R-SF or R-TH). ☐ Type 3 (non-operator occupied, all other districts except R-SF or R-TH; no more than 2 units per premise).
Unit _____ Unit _____
5. Are guests housed in a primary structure or a historic carriage house (built before January 1, 1940)?
☒ Primary Structure ☐ Historic Carriage House
6. Is the dwelling unit currently being renovated or are there plans for renovation prior to completion of this application?
☐ Yes ☒ No
7. Have renovations to the dwelling occurred in recent history? ☐ Yes ☒ No If so, was a building permit issued by the City? ☐ Yes ☐ No

Cheryl Kreider
Business Owner/Operator

Cheryl Kreider
Signature

Property Owner
only if different

Signature

APPLICANT FILL OUT TO THIS POINT

PLANNING and DEVELOPMENT

1. Proposed location is zoned: R-SF 3. Verification of Historic Carriage House: N/A
2. Verification of rental type: 2 4. Verification of Density Requirements: Approved

PLN: 2024-00154 Personnel: A. Menke Date Reviewed: 7/10/2024

Comments: _____



EXPLANATION TO COUNCIL BILL 2024-221 (JENSON)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 912 South Nettleton Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 912 South Nettleton Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION: The property owner has applied for a Short-Term Rental ("STR") Type 2 permit to establish a Short-Term Rental Type 2 at 912 South Nettleton Avenue. Section 36-473 of the Zoning Ordinance requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. If the signatures of at least fifty-five percent of neighboring property owners cannot be secured, the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant has obtained two valid signatures from the four adjacent property owners, resulting in 50 percent consent as shown on "Exhibit C".

The two adjacent property owners who did not sign the consent form have been notified with letters of opposition that clearly state that "Failure to return this letter of opposition prior to the City Council meeting indicates that you do not oppose the application for a Short-Term Rental."

Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the November 4th City Council meeting.

The applicant was identified through our software as potentially operating a short-term rental without a license at this location and was sent a cease-and-desist letter on March 25th, 2024. The applicant has not paid any hotel and motel tax for the dates booked from July 2023 through September 2024 for the property located at 912 S Nettleton Avenue.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.



Submitted By: Corey Stinson, Associate Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

- Attachments:**
1. STR2 Appeal - 912 South Nettleton
 2. STR Appeal_912 S Nettleton_exhA
 3. STR Appeal_912 S Nettleton_exhB
 4. STR Appeal_912 S Nettleton_exhC

One-rdg. X
P. Hrngs.
Pgs. 16
Filed: 10-29-24

Sponsored by: Jenson

COUNCIL BILL 2024-221 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property generally
2 located at 912 South Nettleton Avenue, for the purpose of allowing
3 the establishment of a Short-Term Rental Type 2 pursuant to
4 Section 36-473 of the Land Development Code.
5
6

7 WHEREAS, the owner of the property located at 912 South Nettleton Avenue
8 has applied for a Short-Term Rental (“STR”) Type 2 Permit and attempted to complete
9 all necessary steps pursuant to Springfield City Code Section 36-473, attached hereto
10 and incorporated herein as “Exhibit A” and “Exhibit B”; and
11

12 WHEREAS, Section 36-473 of the Land Development Code requires STR Type 2
13 applicants to obtain signatures from 55 percent or more of property owners adjacent to
14 and immediately across the street from the proposed property to be permitted as an
15 STR; and
16

17 WHEREAS, if the signatures of 55 percent of the neighboring property owners
18 cannot be secured, City Council may, by resolution, grant the STR Type 2 Permit; and
19

20 WHEREAS, the owner of the property located at 912 South Nettleton Avenue
21 has obtained two valid signatures from the four property owners adjacent to and
22 immediately across the street from the property, resulting in fifty percent (50%) consent
23 of the neighboring property owners, attached hereto and incorporated herein as “Exhibit
24 C”; and
25

26 WHEREAS, property owners within 500 feet of the proposed STR Type 2
27 establishment were notified by regular mail of the November 4, 2024, City Council
28 meeting.
29

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

33 Section 1 – City Council hereby grants the applicant a STR Type 2 Permit for the
34 property located at 912 South Nettleton Avenue. The granting of the Permit is expressly

subject to compliance with Section 36-473 of the Land Development Code, and any other applicable provisions of City Code.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Jason C. Hayes, City Manager

EXHIBIT A

Stinson, Corey

From: cheryl kreider <cheryl_kreider@icloud.com>
Sent: Wednesday, September 4, 2024 5:32 PM
To: Corey Stinson
Subject: Short term rental

Dear City Council,

I'm writing to ask to be permitted to operate a short term rental in the city of Springfield, MO. I have held my meeting at both of my properties. 912 S. Nettleton had no attendees. We mailed out all our letters. One neighbor across the street was home and signed and the other signature is mine because I own the house next door. The other signature we needed we drove to the address provided but was not the owner and the people had no idea what I was talking about. The other owner was unreachable.

Property number two: 507 W. Ildereen. Springfield, MO. I held the meeting and had four people. Two were concerned neighbor up the street because they have awful landlords next to them. I have been a long term landlord for 40 years and understand the pride of ownership. These houses are my retirement, not a job by the hour. I assured all parties, that I maintain my places well, and they can see that. Yards are cut on a regular schedule, and cleaned at least twice a week, verses not seeing them for twelve months at a time. They agreed with me. Two neighbor signed and one Neighbor lives in Buffalo. I called and texted her but would not return my call. The other house is a rental. That girl cuts my hair, but could not disclose her landlord because she rents through a property management company. No good address was provided by the city to contact him.

I'm hoping that I've done my due diligence and you can approve me for short term rentals. I would like to heard, if necessary, at the Nov. fourth meeting.

Please let me know if there is anything else you need from me. I appreciate your time and effort into this matter.

Sincerely,

Cheryl Kreider
Sea Cay LLC
Sent from my iPad



Application for Short-Term Rental Type 2

eCity INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Fill out the Short-Term Rental Intake Form and apply on eCity.
2. Wait for Planning staff to review and send a follow-up email requesting payment of fees.

Case No.	
Date Filed	
Received By	
Receipt No.	

*Fee Amount Paid: \$ _____
See Fee Schedule

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 912 S. Nettleton

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

Application Timeframe by

Department

Planning &
Development
3-6 weeks

Building Development
Services
1-3 weeks

Licensing
2-3 weeks

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Sea Cay LLC

If corporation: Corporate Official: Cheryl Kreider

Mailing Address: 2131 W. Republic

Zip Code: 65807 Phone: 850 687 5404

E-mail: Cheryl-Kreider@yahoo.com

PROPERTY OWNER'S SIGNATURE: Cheryl Kreider

See checklist on page 2 for additional information.

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: All the items listed on the attached checklist must be submitted during the application process or the application will be denied. The timeframes established in the attached checklist must be followed or the application will be denied.

*Fees are non-refundable

EXHIBIT B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: 08/28/2024 4pm

3. Meeting Location: 912 S. Mettleston

4. Number of invitations that were sent: _____

5. Number of neighbors in attendance (attach a sign-in sheet): 0

6. List the verbal comments and how you plan to address any issues:

(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the owner/operator must explain why the issues cannot be resolved.)

Long term tenant - hard to remove if they
are a problem
Short term = short stays. Landlord moves yard
+ does all up keep.

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

with common sense.
I've done 40 years of Long term Rental

I, Cheryl Kreider (print name), attest that the neighborhood meeting was held on
8/28/24 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting
Process."

Cheryl Kreider
Signature of person completing affidavit

Cheryl Kreider
Printed name of person completing affidavit



SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **912 South Nettleton Avenue**

STATE OF Missouri)

COUNTY OF Greene)

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-473(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence. If the owner(s) signatures cannot be witnessed by the undersigned, then a notarized signature(s) of the adjacent residential property owner(s) must be obtained.

(Corporate Seal**)

Cheryl Kreider
Signature of Owner/Operator

Cheryl Kreider
Typed or Printed Name

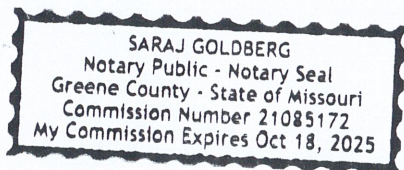
member/owner
Title

Sea Cay LLC
Name of Company or Organization
(If Applicable)

ATTEST:

Corporate Secretary
(If no seal)

Subscribed and sworn to before me a notary public on this 5 day of September, 20 24.



[Signature]
Notary Public

My Commission expires: 10-18-25

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **912 South Nettleton Avenue**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

1.	Address of Adjacent Residential Property: 915 S NEWTON AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL ✕
2.	Address of Adjacent Residential Property: 916 S NETTLETON AVE Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL ✕
3.	Address of Adjacent Residential Property: 910 S NETTLETON AVE Sea Cay LLC Cheryl Kreider, member owner/operator Title	Notary Seal (only required if signature not witnessed by applicant) SEAL ✓

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM**

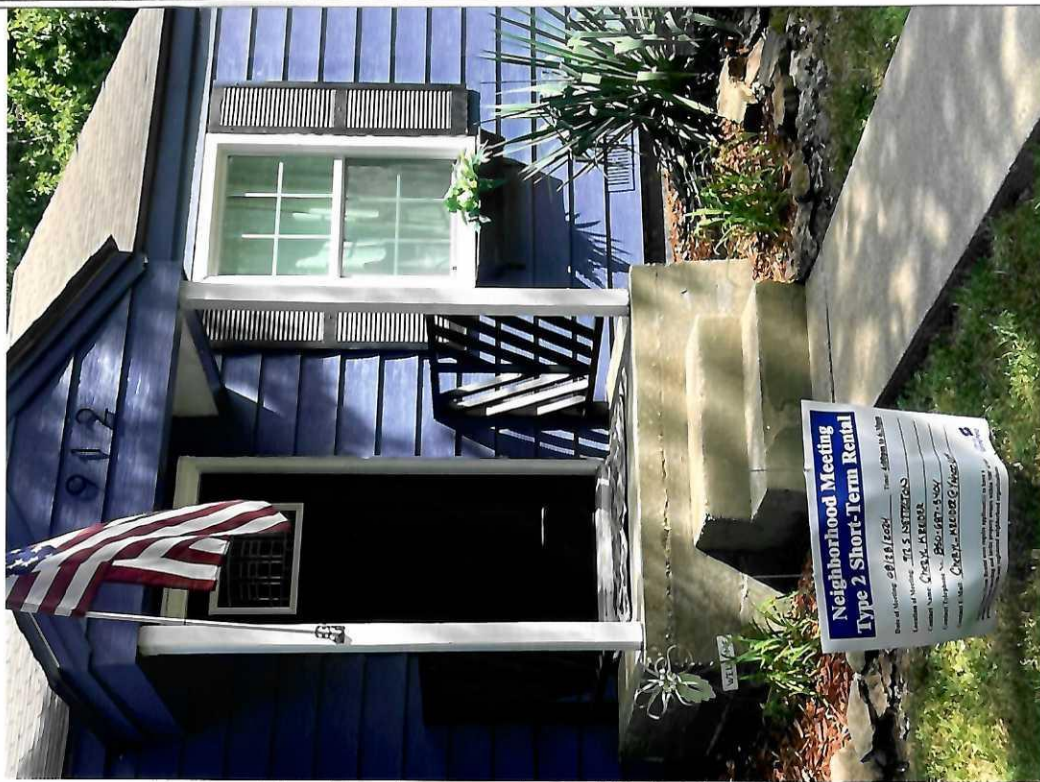
The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **912 South Nettleton Avenue**

If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.

The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

4.	Address of Adjacent Residential Property: 915 S NETTLETON AVE Owner(s) of Record (Typed or Printed) LARRY SCRIVNER Signature(s) of Owners OWNER Title Notary Seal (only required if signature not witnessed by applicant) SEAL ✓
5.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL
6.	Address of Adjacent Residential Property: Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title Notary Seal (only required if signature not witnessed by applicant) SEAL

AFFIDAVIT OF SIGN POSTING



(sign lettering must be legible in photo)

I, Kathleen Hayes for Cheryl Kreider (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 8/18/2024 (month/day/year) and in accordance with the given posting requirements.

Kathleen Hayes
Signature of person completing sign posting

Kathleen Hayes
Printed name of person completing sign posting

Type 2 Rental Status*

- Approved
- Pending
- 912 S Nettleton

*Status as of: 10/11/2024



0 0.03 0.05 0.1 Miles



W BELMONT ST

S KANSAS AVE

S NETTLETON AVE

W MADISON

S NEWTON AVE

W LOMBARD ST

S NETTLETON AVE

S FORT AVE

W LOMBARD ST

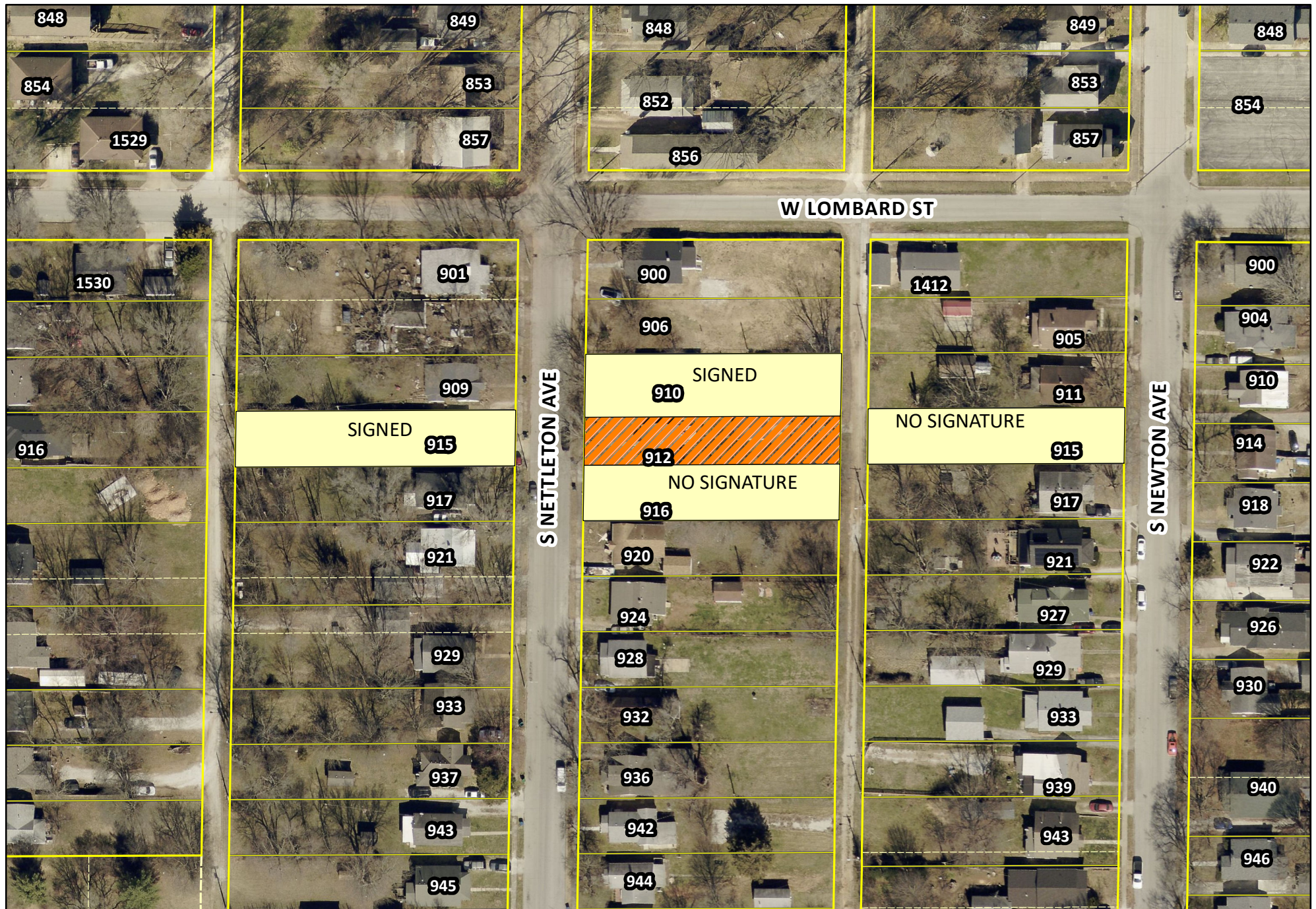
S FORT AVE

W GRAND ST

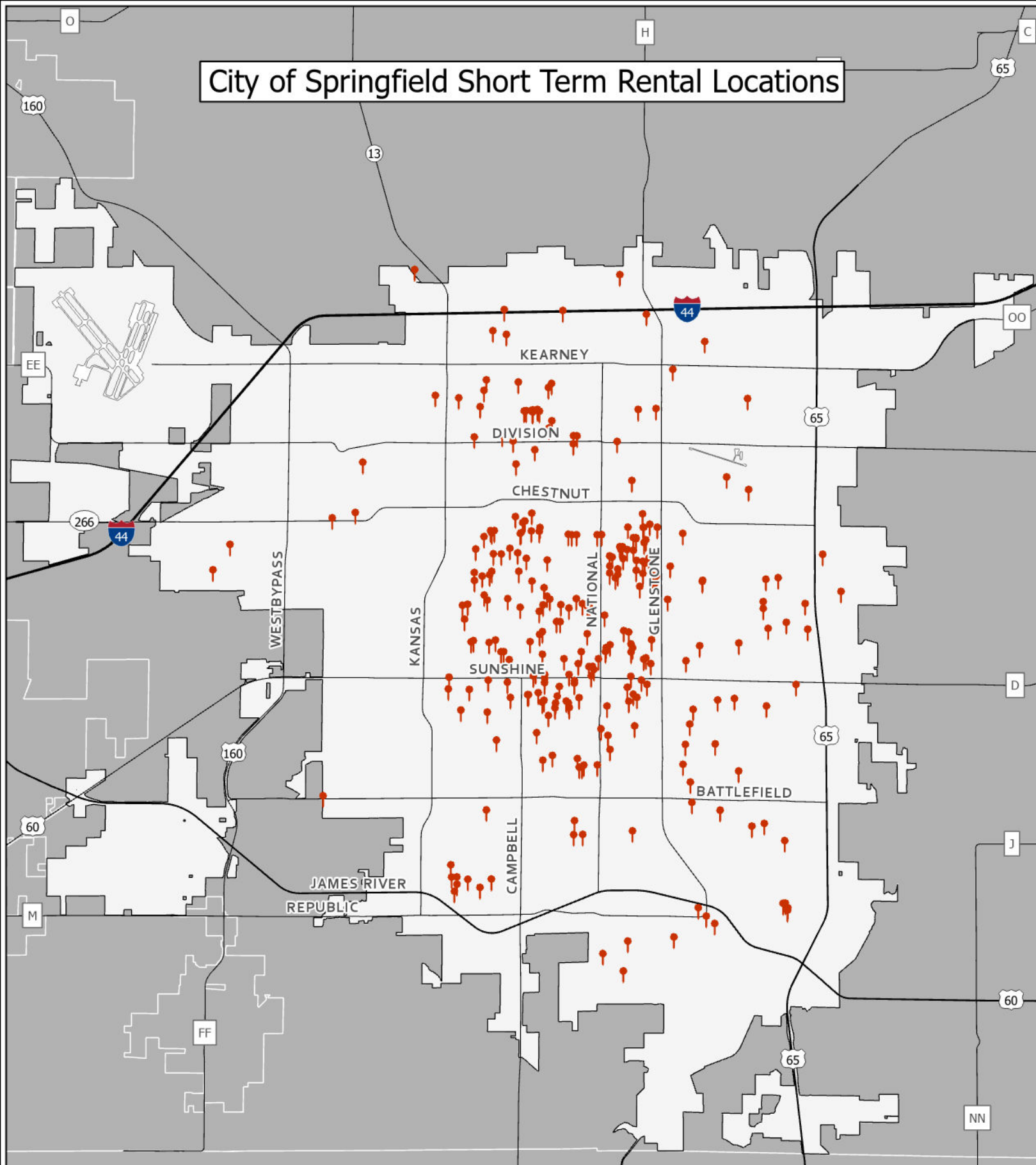
XINGTON AVE

W NORMAL ST

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City of Springfield Short Term Rental Locations



As of February 9, 2024, the Finance Department of the City of Springfield has successfully completed the registration process for a total of 280 short-term rentals, as depicted on this map, created on February 12th 2024

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City of Springfield, Missouri
Short-Term Rental Intake Form

1. Business Name (if applicable): Sea Cay LLC
Operator(s) Name: Cheryl Kreider
Operator(s) Address: 2131 W. Republic
Phone: 850 687 5404 E-Mail: Cheryl_Kreider@yahoo.com
Short-Term Rental Address: 912 S. Nettleton
Springfield, MO
2. Property owner name, address, e-mail, and phone (if different):
N/A
3. Does the Short-Term Rental operator reside at the residential dwelling? ☐ Yes ☒ No
4. ☐ Type 1 (operator occupied; all zoning districts). ☒ Type 2 (non-operator occupied, zoned R-SF or R-TH). ☐ Type 3 (non-operator occupied, all other districts except R-SF or R-TH; no more than 2 units per premise).
Unit _____ Unit _____
5. Are guests housed in a primary structure or a historic carriage house (built before January 1, 1940)? NO
☒ Primary Structure ☐ Historic Carriage House
6. Is the dwelling unit currently being renovated or are there plans for renovation prior to completion of this application?
☐ Yes ☒ No
7. Have renovations to the dwelling occurred in recent history? ☐ Yes ☒ No If so, was a building permit issued by the City? ☐ Yes ☐ No

Business Owner/Operator

Property Owner
only if different

Signature

Signature

APPLICANT FILL OUT TO THIS POINT
PLANNING and DEVELOPMENT

1. Proposed location is zoned: R-SF 3. Verification of Historic Carriage House: N/A
2. Verification of rental type: 2 4. Verification of Density Requirements: Approved

PLN: 2024-00158 Personnel: A. Menke Date Reviewed: 7/11/2024

Comments: _____



EXPLANATION TO COUNCIL BILL 2024-222 (MCCLURE)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: City Manager

TITLE: A resolution adopting the City of Springfield's Legislative Priorities for 2025.

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

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's 2025 Legislative Priorities. These priorities, once adopted, will guide the City's elected officials and staff in their work with state and federal legislators during 2025.

On October 15, 2024, City Council reviewed and provided guidance for the Legislative Priorities at a City Council Lunch meeting. The final version of the 2025 Legislative Priorities is attached as Exhibit A. Exhibit B is provided in markup form for informational purposes only.

Submitted By: Jason Gage, City Manager

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

Jason Gage, City Manager 10/25/2024

Attachments:

1. CC Legislative Priorities 2025 Res
2. CC Legislative Priorities 2025 Exh A
3. CC Legislative Priorities 2025 Exh B

Exhibit A

City of Springfield Legislative Priorities – 2025

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees; result in a new net cost and related tax burden to the City of Springfield and/or its citizens; or move municipal elections from April to Fall or introduce partisanship into municipal elections.
- **Special Interest Legislation** – The City of Springfield requests that legislation with statewide impact not be used to address localized concerns.
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime.
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield's ability to: compete for jobs, enhance education and workforce development, improve transportation, provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, and ensure broadband access for all citizens – all without compromising our natural environment.
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that honors municipal taxing independence, preserves current revenue streams and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

Specific Priorities

- **Public Safety** – The City of Springfield supports:
 - sustained funding for mental health services, the Pretrial Witness Protection Service fund, rape kit testing, and sexual assault reduction and victim assistance needs, and

- efforts to reduce gun violence in our community and across the state of Missouri, including amending State law to match Federal law regarding the possession of handguns by minors.
- **Pay Day Loans** – The City of Springfield asks our General Assembly to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies.
- **Municipal Court**
 - **Failure to Appear in Court for Traffic Violation (FACT Procedure)** – The City of Springfield asks our General Assembly to reinstate the FACT (Failure to Appear in Court for Traffic Violation) procedure that was eliminated in 2015. The City supports legislation to ensure defendants can be compelled, through appropriate due process, to attend municipal courts, and pay the fines that have been imposed on them for violation of the law.
 - **Municipal Court Warrants** – The City of Springfield asks our General Assembly to introduce and support legislation that will amend RSMo 479.360.1(3) to *clearly* allow courts the ability to utilize bench warrants for those defendants that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.
 - **Municipal Community Service Support** – The City of Springfield asks our General Assembly to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing to obtain program cost recovery from non-indigent probationers. We also support amendments that limit municipal liability for these programs.
- **Chronic Nuisance Properties and Dangerous Buildings**

Property Nuisances

The City of Springfield asks our General Assembly to introduce and support a bill that will provide an accelerated abatement process for chronic nuisances by:

- Allowing a single, one-year notice for the abatement of tall grass and weed nuisances to more expeditiously address chronic violation locations;
- Allowing violation notices to be sent only to owner;
- Allowing flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
- Allowing nuisance abatement costs to run with the land;
- Allowing recovery of all direct costs associated with processing and abatement of nuisances; and
- The review of all related statutory narrative for topic and definitional clarity.

Dangerous/Unsafe Buildings

We ask our General Assembly to introduce and support a bill that:

- Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
 - Allows recovery of all direct costs associated with processing and abatement;
 - Allows for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill; and
 - Limits the formal notice requirement to 'violation notice' and 'need to abate' purposes only.
- **State Provided Mental Health Services** – The City of Springfield asks our General Assembly to invest in community mental health services (e.g., call centers, mobile crisis, 24-hour rapid access units, etc.). Roughly 1 of 5 individuals live with a mental illness or substance use disorder. We believe this investment will pay for itself many times over in both community dollars spent and lives saved.
 - **HB 1662 Homes-based Business Law** – The City of Springfield asks our General Assembly to support legislation to amend or repeal the home-based work/business statutes changed by HB 1662 in 2022. These laws create legal zoning inequities and severely constrain cities from reasonably protecting residential neighborhoods from incompatible commercial and industrial activities.
 - **Video Lottery Terminals** – The City of Springfield asks our General Assembly to lawfully define video lottery terminals (VLTs) as illegal gambling devices under State law.
 - **Transportation Development Districts (TDDs)** – The City of Springfield asks our General Assembly to clarify the statutory use of TDD funds.
 - **Annexation** – The City of Springfield asks our General Assembly to amend State law to enhance the ability of cities to apply the voluntary annexation process.
 - **Vehicle Registration** – The City of Springfield asks our General Assembly to do everything possible to ensure vehicle owners register and license their vehicles on time, including a significant increase in late fees. Missouri Department of Revenue 2023 data indicates that only 67% of owned vehicles in the state are registered.
 - **Sale of Hemp-based Marijuana Products** – The City of Springfield asks our General Assembly to ban or heavily regulate the over-the-counter sale and use of intoxicating, hemp-derived Tetrahydrocannabinol (THC) infused products. These products are commonly sold in misleading packaging alongside regular food, beverage, and candy products, are marketed to children and are available in convenience stores, smoke shops and cannabidiol (CBD) shops across the state.

- **Ozarks Transportation Organization –** The City of Springfield asks our General Assembly and the Missouri Highways and Transportation Commission/MoDOT to fully fund all projects and program requests contained within the Ozarks Transportation Organization's (OTO) multi-year transportation improvement program.

Exhibit B

markup version

City of Springfield Legislative Priorities – 2025

General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees; result in a new net cost and related tax burden to the City of Springfield and/or its citizens; or move municipal elections from April to Fall or introduce partisanship into municipal elections.
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Specific Priorities

- **Public Safety** – The City of Springfield supports:
 - sustained funding for mental health services, the Pretrial Witness Protection Service fund, rape kit testing, and sexual assault reduction and victim assistance needs, and

- efforts to reduce gun violence in our community and across the state of Missouri, including amending State law to match Federal law regarding the possession of handguns by minors.
- **Land Bank** – ~~For the betterment of our neighborhoods, the City of Springfield supports legislation that allows Land Banks to accept property through the judicial tax sale system without its prior tax obligations (general or special real estate taxes, penalties, liens, etc.), and adds Springfield and other communities to the list of cities enabled to form a Land Bank.~~
- **Pay Day Loans** – The City of Springfield asks our **General Assembly** local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies.
- **Municipal Court**
 - **Failure to Appear in Court for Traffic Violation (FACT Procedure)** – The City of Springfield asks our **General Assembly** local delegation to reinstate the FACT (Failure to Appear in Court for Traffic Violation) procedure that was eliminated in 2015. **The City supports legislation to ensure defendants can be compelled, through appropriate due process, to attend municipal courts, and pay the fines that have been imposed on them for violation of the law.** ~~This approach allows for a driver's license suspension after a 30-day warning/grace period for failing to appear in Municipal Court related to minor traffic violations. We also support other legal incentives that result in a higher court appearance rate.~~
 - **Municipal Court Warrants** – The City of Springfield asks our **General Assembly** local delegation to introduce and support legislation that will amend RSMo 479.360.1(3) to *clearly* allow courts the ability to utilize bench warrants for those **defendants** that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.
 - **Municipal Community Service Support** – The City of Springfield asks our **General Assembly** local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing to obtain program cost recovery from non-indigent probationers. We also support amendments that limit municipal liability for these programs.
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- Allowing nuisance abatement costs to run with the land;
- Allowing recovery of all direct costs associated with processing and abatement of nuisances; and
- The review of all related statutory narrative for topic and definitional clarity.

Dangerous/Unsafe Buildings

We ask our **General Assembly** legislature to introduce and support a bill that:

- Allows flexible notice mailing alternatives such as Fed Ex or UPS, as long as the recipient's signature is required;
- Allows recovery of all direct costs associated with processing and abatement;
- Allows for collecting of processing and abatement costs through the County Collector (real estate tax bill) in lieu of a special tax bill; and
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- **Transportation Development Districts (TDDs)** – The City of Springfield asks our **General Assembly** the-State-legislature to clarify the statutory use of TDD funds.

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- **Vehicle Registration** – The City of Springfield asks **our General Assembly** the State legislature to do everything possible to ensure vehicle owners register and license their vehicles on time, including a significant increase in late fees. **Missouri Department of Revenue 2023 data indicates that only 67% of owned vehicles in the state are registered.**
- **Sale of Hemp-based Marijuana Products** – The City of Springfield asks our General Assembly to ban or heavily regulate the over-the-counter sale and use of intoxicating, hemp-derived Tetrahydrocannabinol (THC) infused products. These products are commonly sold in misleading packaging alongside regular food, beverage, and candy products, are marketed to children and are available in convenience stores, smoke shops and cannabidiol (CBD) shops across the state.
- **Ozarks Transportation Organization** – The City of Springfield asks our General Assembly and the Missouri Highways and Transportation Commission/MoDOT to fully fund all projects and program requests contained within the Ozarks Transportation Organization's (OTO) multi-year transportation improvement program.
- **Legislative Funding Requests** – The City of Springfield asks the State legislature to consider funding:
 - ~~Interstate 44 Improvements.~~ To fully fund all I-44 (from Kansas Expressway to Highway 65) project components to include widening to six lanes, lane rehabilitation, bridge replacements, safe pedestrian/bicycle connectivity and safe interchange access from Highway 13.
 - ~~LeCompte Road/Eastgate Extension Funding.~~ To fund \$3.4 million for the Eastgate Extension, which fully funds critical semi-truck transportation connections for up to 500 acres (200 acres immediately) of industrial development land above and adjacent to the Springfield Underground near I-44 and Highway 65.
 - Family Connects Program Funding. To fund the Springfield-Greene County Family Connects at \$1 million per year for three years as an evidence-based newborn home visitation intervention that aims to help families during critical development which is vital to school readiness and healthy outcomes. Over time, home visitation programs are shown to reduce and prevent mental illness,

~~reduce involvement in the criminal justice system and prepare children for successful education.~~



EXPLANATION TO COUNCIL BILL 2024-223 (CARROLL)

FILED: 10/18/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or designee, to apply for and accept up to \$500,000 in grant funds from the United States Environmental Protection Agency for the Community-wide Assessment Grants program, to address sites contaminated by, or potentially contaminated by, hazardous substances, pollutants, contaminants, or petroleum, to prepare these sites for cleanup and productive reuse.

PURPOSE: To authorize the City Manager, or designee, to apply for and accept grant funds from the United States Environmental Protection Agency Community-Wide Assessment Grants Program in an amount up to \$500,000, to address sites contaminated, or potentially contaminated, by hazardous substances, pollutants, contaminants, or petroleum, to prepare these sites for cleanup and productive reuse.

BACKGROUND INFORMATION: Since 1999, the City of Springfield has received over \$8.5 million in assessment, cleanup, and revolving loan fund grants through the United States Environmental Protection Agency ("EPA") Brownfields Program. The City has also received Brownfields Job Training grants, which are managed by the City's Workforce Development department, now a part of Economic Vitality. Previous assessment grants have been used to perform Phase I and Phase II Environmental Site Assessments to determine conditions and comply with due diligence prior to purchase for City acquisitions and for private parties to facilitate brownfield cleanup and redevelopment. Over 350 assessments have been performed on brownfield sites in our community to date.

If awarded, this grant will be used to develop inventories of brownfield sites, prioritize sites, conduct community involvement activities, conduct planning, conduct assessments, develop site-specific cleanup plans, and develop reuse plans related to brownfield sites citywide.

Priority will be given to properties targeted for City acquisition, as well as sites within the target areas of Renew Jordan Creek, Downtown and Commercial Streets, the Grant Avenue Corridor, and Forward SGF subareas. The application deadline for this grant is November 14, 2024. No cost share is required.

Submitted By: Ben Tegeler, Associate City Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024



Attachments: 1. Brownfields Assessment Grant 2024

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 10-29-24

Sponsored by: Carroll

COUNCIL BILL 2024-223 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or designee, to apply for and accept up to \$500,000
2 in grant funds from the United States Environmental Protection
3 Agency for the Community-wide Assessment Grants program, to
4 address sites contaminated by, or potentially contaminated by,
5 hazardous substances, pollutants, contaminants, or petroleum, to
6 prepare these sites for cleanup and productive reuse.
7 _____
8

9 WHEREAS, the City of Springfield has received over \$8.5 million in assessment,
10 cleanup, and revolving loan fund grants through the United States Environmental
11 Protection Agency (“EPA”) Brownfields Program since 1999; and
12

13 WHEREAS, this Grant would provide funding to continue developing inventory of
14 brownfield sites and prioritizing potential sites for assessment, and could also be used
15 for area-wide and revitalization planning, site-specific cleanup planning, and community
16 engagement to bring brownfield sites back into productive use; and
17

18 WHEREAS, priority will be given to properties targeted for City acquisition, as
19 well as sites within the identified target areas of Renew Jordan Creek, Downtown and
20 Commercial Streets, the Grant Avenue Corridor, and Forward SGF subareas; and
21

22 WHEREAS, the application deadline for this Grant is November 14, 2024.
23

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

27 Section 1 – The City Manager, or designee, is hereby authorized to apply for and
28 accept up to \$500,000 in grant funds from the EPA for the Community-wide
29 Assessment Grants program.
30

31 Section 2 – This Resolution shall be effective immediately upon adoption.
32

33 Passed at meeting: _____
34
35

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action Jason A. Hage, City Manager



EXPLANATION TO COUNCIL BILL 2024-224 (HARDINGER)

FILED: 10/11/2024

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or designee, to accept Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant funds in the amount of \$596,733 from the Federal Department of Health and Human Services Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services for use by the Springfield-Greene County Health Department to provide a regional communicable disease response team and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2024-2025 budget in the amount of \$596,733 to appropriate the additional grant funds; and declaring this Ordinance qualifies for approval in one reading under City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or designee, to accept additional Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant funds in the amount of \$596,733 from the Federal Department of Health and Human Services Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services for use by the Springfield-Greene County Health Department to provide a regional communicable disease response team and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2024-2025 budget in the amount of \$596,733 to appropriate the additional funds; and declaring this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept additional Epidemiology and Laboratory Capacity Enhancing Detection Expansion ("ELC-ED") grant funds from the Federal Department of Health and Human Services Centers for Disease Control and Prevention ("CDC"), through the Missouri Department of Health and Senior Services ("DHSS"). This funding is available from the CDC Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infections Diseases program. Previous ELC-ED grants were accepted in 2023 (Ordinance 27905; Bill 2023-223) in the amount of \$746,211 and in 2022 (Ordinance 27668; Bill 2022-070) in the amount of \$1,400,359. The \$596,733 in additional grant funds will be used to build a regional communicable disease response team. This nine-person team is a pilot project between SGCHD and DHSS to provide increased expertise and capacity to combat communicable diseases throughout an 18-county-region in Southwest Missouri.

This budget adjustment accepts the increase in funds and budgets the amount of \$596,733 in expenditures in the SGCHD Fiscal Year 2024-2025.

This Ordinance authorizes the acceptance of grant funds from the state or federal



government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).

Submitted By: Anna Kremer, Health Policy Analyst

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

Collin Quigley, Deputy City Manager 10/24/2024

Attachments:

1. ELC-ED Grant Amendment_Ord -
2. 027 FY25 Health Epidemiology and Laboratory Capacity
Enhancing Detection Expansion Grant

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 10-29-24

Sponsored by: Hardinger

First Reading: Second Reading:

COUNCIL BILL 2024-224 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept Epidemiology and
2 Laboratory Capacity Enhancing Detection Expansion grant funds in
3 the amount of \$596,733 from the Federal Department of Health and
4 Human Services Centers for Disease Control and Prevention,
5 through the Missouri Department of Health and Senior Services for
6 use by the Springfield-Greene County Health Department to provide
7 a regional communicable disease response team and to enter into
8 necessary agreements to carry out the grant; amending the Fiscal
9 Year 2024-2025 budget in the amount of \$596,733 to appropriate the
10 additional grant funds; and declaring this Ordinance qualifies for
11 approval in one reading under City Charter Section 2.16(25).
12
13

14 WHEREAS, the Springfield-Greene County Health Department (“SGCHD”) has
15 the opportunity to accept additional Epidemiology and Laboratory Capacity Enhancing
16 Detection Expansion (“ELC-ED”) grant funds from the Federal Department of Health
17 and Human Services Centers for Disease Control and Prevention (“CDC”), through the
18 Missouri Department of Health and Senior Services (“DHSS”); and
19

20 WHEREAS, this funding is available from the CDC Epidemiology and Laboratory
21 Capacity for Prevention and Control of Emerging Infections Diseases program. Previous
22 ELC-ED grant funds were accepted by City Council in 2023 (Ordinance 27905) in the
23 amount of \$746,211 and in 2022 (Ordinance 27668) in the amount of \$1,400,359; and
24

25 WHEREAS, the \$596,733 in grant funds will be used to build a regional
26 communicable disease response team. This nine-person team is a pilot project between
27 SGCHD and DHSS to provide increased expertise and capacity to combat
28 communicable diseases throughout an 18-county region in Southwest Missouri.
29

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

33 Section 1 – The City Manager, or designee, is hereby authorized to accept grant
34 funds from the CDC through the Missouri DHSS, in the amount of \$596,733, and to
35 execute contracts, on forms approved by the City Attorney, necessary to carry out the
36 intent of this grant.

37
38 Section 2 – The Fiscal Year 2024-2025 budget of the Springfield-Greene County
39 Health Department is hereby amended in the accounts and in the amounts as shown on
40 Budget Adjustment No. 27, a copy of which is attached hereto and incorporated herein
41 by reference as “Exhibit A.”

42
43 Section 3 – City Council finds that the budget adjustment made above has been
44 recommended by the City Manager.

45
46 Section 4 – The City Manager is directed to cause the appropriate accounting
47 entries to be made in the books and records of the City. In the event additional funding
48 is provided under this grant by the grantor, the Director of Finance is hereby authorized
49 to adjust this appropriation by an amount not to exceed 20 percent.

50
51 Section 5 – City Council hereby finds and declares that this Ordinance may be
52 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
53 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
54 this Ordinance shall be in full force and effect from and after passage.
55

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

65
66 Approved as to form: Mary B. Bozant, Assistant City Attorney

67
68
69 Approved for Council action: Jason A. Hays, City Manager
70

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	416010			\$ 596,733	Additional ELC ED grant funds
Net Revenue Adjustment						\$ 596,733	

Expenditures:

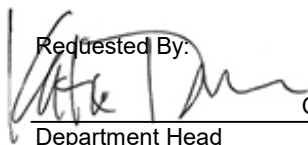
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110			\$ 596,733	Additional ELC ED grant funds
Net Expenditure Adjustment						\$ 596,733	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY25 budget by appropriating \$596,733 in additional funds from the Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant to be used for a regional team to focus on communicable disease response and outbreak medication.

Requested By:

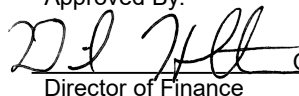


Department Head

October 29, 2024

Date

Approved By:



Director of Finance

October 29, 2024

Date

Authorization:

Council Bill No. 2024-224

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager

Date

EXPLANATION TO COUNCIL BILL 2024-225 (MCGULL)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending General Ordinance No. 3645, as amended, establishing Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, Section 4 - Subarea A through D Regulations, Subarea D, to allow general office conversions as a permitted use in accordance with use-specific standards; and amending Subarea B, a. Build-to-Line, to allow for a minimum of fifteen (15) feet from the Primary Street.

PURPOSE: Amended the Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, section 4 Subarea A through D regulations to allow general office conversions as a permitted use in accordance with use specific standards and amending the subarea B build-to-line from thirty (30) feet to fifteen (15) feet (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:**ROUNTREE UCD NO. 2 TEXT AMENDMENT: GENERAL OFFICE CONVERSION**

City staff, through its own volition and with the cooperation of the Rountree neighborhood, is proposing two changes to the Rountree Urban Conservation District.

FINDINGS FOR STAFF RECOMMENDATION:

1. City staff is proposing amendments to the Rountree UCD, section 4, subarea D regulations to allow general office conversions as a permitted use in accordance with use specific standards and amending the build-to-line from thirty (30) feet to fifteen (15) feet in subarea B.
2. Current UCD regulations do not allow for general office conversions in subarea D. The UCD defines conversions as “structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.”
3. Staff is proposing to add general office conversions as a permitted use in subarea D. This amendment proposes use specific standards that match the Grant Avenue Parkway (GAP) district. The intent of the office conversions amendment is to allow existing single-family dwellings that existed at the time the district was mapped to be used as offices with regulations to control the

location of entrances, allowable signage and landscaping. See the Attachment 1 to see the full proposed regulations.

4. The proposed amendments to subarea B will change the build-to-line from thirty (30) feet to fifteen (15) feet. The build-to-line is a setback line at which the building must be placed. This amendment will reduce the front setback on the primary street, National Avenue. This would allow for more space for parking which is required to be located behind the building to help facilitate the development of these lots. This amendment matches the build-to-line with subarea A which is located north and south of subarea B, along National Avenue.
5. Subarea D is characterized by a mix of primarily multi-family and single-family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The intent of the regulation is to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses that is compatible and complementary to the neighborhood.
6. Subarea B is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes in the neighborhood along McCann Avenue.
7. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.
8. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

9. Staff believes the proposed text amendment is consistent with the Springfield Comprehensive Plan and Rountree Neighborhood Plan. The guiding principle of the Forward SGF Comprehensive Plan is Quality of Place. Quality of Place is defined by the built environment and the community's ability to provide amenity-rich neighborhoods and commercial districts. The Rountree Neighborhood Plan Goal 10. Identify strategies to make the Cherry/Pickwick Commercial area safer and more pedestrian friendly.
10. Staff believes the proposed text amendment is consistent with the intent and purpose of this article. The proposed amendment meets the intent of the Rountree UCD No. 2 since subarea B has similar language as defined in the UCD No. 2 Zoning Ordinance.
11. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected will only be in subarea B and D of the Rountree UCD No 2. This proposed amendment will also promote the continued effort to preserve Rountree character and provide for a mix of uses that is compatible and complementary to the neighborhood.
12. Staff believes that the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions.

REMARKS: The Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended approval, by a vote of 6 to 0, of the proposed amendments.

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

FINDINGS FOR STAFF RECOMMENDATION: Staff recommends approval of the text amendment based on its consistency with the *Comprehensive Plan*.

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 10/25/2024

Attachments:

1. Rountree UCD Office Conversion Text Amendment (1)
2. Rountree UCD Office Conversion_exhA
3. Rountree UCD Office Conversion_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 10-29-24

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-225 GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING General Ordinance No. 3645, as amended, establishing Urban
2 Conservation District No. 2, generally referred to as the Rountree
3 Urban Conservation District, Section 4 - Subarea A through D
4 Regulations, to allow general office conversions as a permitted use
5 in accordance with use-specific standards in Subarea D; and to
6 change the Build-to-Line from a thirty (30) to fifteen (15) feet
7 minimum for primary streets in Subarea B.
8 _____
9

10 WHEREAS, Urban Conservation District No. 2, generally referred to as the
11 Rountree Urban Conservation District, Section 4 -- Subarea A through D Regulations
12 currently does not allow for general office conversions in Subarea D; and
13

14 WHEREAS, permitting the office conversion use, as defined by the Rountree
15 Urban Conservation District, would allow existing single-family dwellings to be
16 preserved and the character of the neighborhood to be maintained, and would match
17 the requirements of the Grant Avenue Parkway ("GAP") district; and
18

19 WHEREAS, Urban Conservation District No. 2, generally referred to as the
20 Rountree Urban Conservation District, Section 4 – Subarea A through D Regulations,
21 currently requires a Build-to-Line minimum of thirty (30) feet for a primary street in
22 Subarea B; and
23

24 WHEREAS, changing this build-to-line requirement to fifteen (15) feet would
25 reduce the front setback on National Avenue, facilitating development of the relevant
26 lots by allowing more space for parking behind buildings and matching the build-to line
27 of Subarea A, which is located both north and south of Subarea B, along National
28 Avenue; and
29

30 WHEREAS, following proper notice, the Planning and Zoning Commission held a
31 public hearing regarding the proposed amendments to the Rountree Urban
32 Conservation District, Section 4 -- Subarea A through D Regulations on October 10,
33 2024, a copy of the Record of Proceedings from said public hearing being attached
34 hereto and incorporated herein by this reference as "Exhibit A," and unanimously

recommended approval of the proposed changes; and

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

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

Section 1 – Urban Conservation District No. 2, Section 4 - Subarea A through D Regulations, A. Permitted and Conditional Uses, is hereby amended by changing Subareas A through D Uses – Table 1 to read as follows:

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

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P
Entertainment Oriented use group, stand-alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
General Office use group, stand alone		P	P	P	
General Office use group as part of a mixed use		P	P	P	P
General Office, conversion	B.1 below				P
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	B.24. below	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Car Sales/Rental					
Gas Station		P			
Temporary Uses					
Farm Stand	B.32. below	P	P	P	P
Food Truck		P	P	P	P
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

Section 2 – Urban Conservation District No. 2, Section 4 – Subarea A through D Regulations, is hereby amended by changing B. Use Specific Standards to read as follows:

“B. Use Specific Standards

1. General Office Conversion.

(a) Applicability. Single-family dwellings may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).

(b) Location of Entrances. Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Cherry or Elm Streets.

(c) Exterior Alterations. No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

(d) Signs. General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.

1. Area. The monument sign shall not exceed six (6) square feet in area.

2. Height. The monument sign shall not exceed four (4) feet in height.

3. Location. The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle.

4. Sign Base. The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.

5. Landscape. The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

12. Commercial Off-Street Parking Lots. Commercial off-street parking lots adjacent to public rights-of-way, excluding alleys, shall provide the following:

a. A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.

b. Four (4) understory trees shall be planted for every one hundred (100) lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way, and additional plantings shall be clustered at points of pedestrian ingress and egress.

c. Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.

d. To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way.

23. Farm Stand.

a. Farm products sold. Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.

b. Farm stand structure. A structure associated with a farm stand shall not have a floor area greater than one hundred (100) square feet.”

Section 3 - Urban Conservation District No. 2, Section 4 - Subarea A through D Regulations, C. Building and Lot Standards, 2. Subarea B, is hereby amended to change a. Build-to-Line to read as follows:

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

“a. Build-to-Line:

Primary Street: **Fifteen** ~~Thirty (1530)~~ feet minimum; Fifty (50) feet maximum [A]

- To match average front façade line of the block face

Side Street: Ten (10) feet minimum [B]

- To match average front façade line of the block face”

Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

EXHIBIT A
RECORD OF PROCEEDINGS

Planning and Zoning Commission – October 10, 2024

Rountree UCD Regulation Subarea A & D - Text Amendment
1200 blk to 1400 blk of East Cherry Street and East Elm Street, 600 blk to 800 blk of South
National, east-side

Applicant: City of Springfield

Mr. Sparlin stated that this is a request to amend the Rountree Urban Conservation District (UCD) in subarea B and D. Amendment to subarea B: build-to-line from 30 feet to 15 feet on the primary street and Amendment to subarea D: Add "General Office, conversion" as a permitted use in subarea D and proposes use specific standards.

Mr. Pauly asked about the parking space (required spaces for non-residential).

Mr. Sparlin noted that if it is under 7500 square feet there is no off-street parking required, but more than 7500 square feet there is one off street parking space required.

Mr. Knuckles noted that it did not look like there were existing housing structures that had more than 7500 square feet.

Mr. Sparlin noted that there are small lots that may apply.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Rountree UCD Regulation Subarea A & D Text Amendment; Commissioner Colony seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Pauly, Commissioner Knuckles, Commissioner Doennig and Commissioner Colony. Nays: None. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None.



Bob Hosmer, AICP
Planning Manager

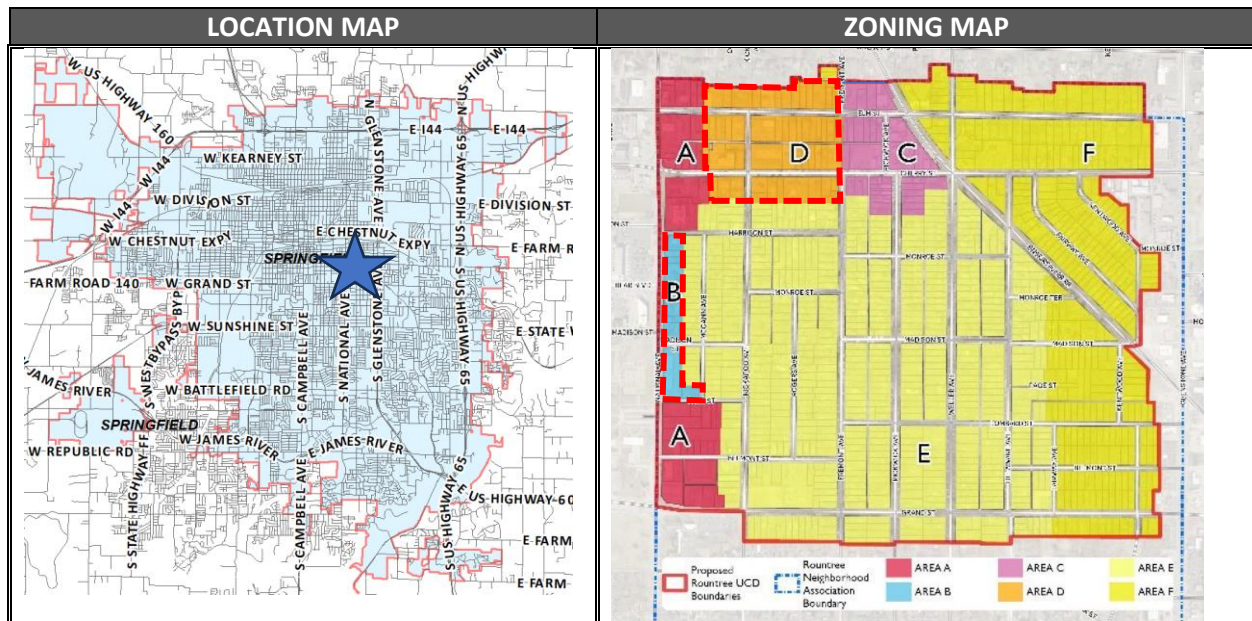
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Urban Conservation District No 2. (Rountree UCD #2) text amendment
Location:	Subarea D and subarea B
Total Acres:	NA
Applicant:	City of Springfield
Existing Land Use:	Residential, commercial and mixed-use uses
Neighborhood Meeting:	NA
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Legal in Daily Events
Staff:	Michael Sparlin, Senior City Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to amend the Rountree Urban Conservation District No. 2, section 4, subarea D regulations to allow general office conversions as a permitted use in accordance with use specific standards and amending the subarea B build-to-line from thirty (30) feet to fifteen (15) feet.



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

COMPATIBILITY WITH COMPREHENSIVE PLAN:

Under Development Regulations page 31 of Forward SGF it states that... “Increased use flexibility that promotes redevelopment and revitalization will need to be balanced by regulatory codes that promote and emphasize quality design and construction that is pedestrian focused and has a greater experience factor. The city’s guiding principle of Quality of Place emphasizes the need for more public and private amenities and features. Future code changes will need to support the implementation of planning that promotes the development of places with a wide array of convenient services in proximity to amenity-rich, attractive, inviting, integrated corridors and districts that are within walking distance of neighborhood, trails, parks, and mixed-use centers with diverse housing options”.

STAFF ANALYSIS AND RECOMMENDATION:

1. City staff is proposing amendments to the Rountree UCD, section 4, subarea D regulations to allow general office conversions as a permitted use in accordance with use specific standards and amending the build-to-line from thirty (30) feet to fifteen (15) feet in subarea B.
2. Current UCD regulations do not allow for general office conversions in subarea D. The UCD defines conversions as “structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.”
3. Staff is proposing to add general office conversions as a permitted use in subarea D. This amendment proposes use specific standards that match the Grant Avenue Parkway (GAP) district. The intent of the office conversions amendment is to allow existing single-family dwellings that existed at the time the district was mapped to be used as offices with regulations to control the location of entrances, allowable signage and landscaping. See the Attachment 1 to see the full proposed regulations.
4. The proposed amendments to subarea B will change the build-to-line from thirty (30) feet to fifteen (15) feet. The build-to-line is a setback line at which the building must be placed. This

DEVELOPMENT REVIEW STAFF REPORT

amendment will reduce the front setback on the primary street, National Avenue. This would allow for more space for parking which is required to be located behind the building to help facilitate the development of these lots. This amendment matches the build-to-line with subarea A which is located north and south of subarea B, along National Avenue.

5. Subarea D is characterized by a mix of primarily multi-family and single-family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The intent of the regulation is to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses that is compatible and complementary to the neighborhood.
6. Subarea B is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes in the neighborhood along McCann Avenue.
7. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.
8. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
9. Staff believes the proposed text amendment is consistent with the Springfield Comprehensive Plan and Rountree Neighborhood Plan. The guiding principle of the Forward SGF Comprehensive Plan is Quality of Place. Quality of Place is defined by the built environment and the community's ability to provide amenity-rich neighborhoods and commercial districts. The Rountree Neighborhood Plan Goal 10. Identify strategies to make the Cherry/Pickwick Commercial area safer and more pedestrian friendly.
10. Staff believes the proposed text amendment is consistent with the intent and purpose of this article. The proposed amendment meets the intent of the Rountree UCD No. 2 since subarea B has similar language as defined in the UCD No. 2 Zoning Ordinance.
11. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected will only be in subarea B and D of the Rountree UCD No 2. This proposed amendment will also promote the continued effort to

DEVELOPMENT REVIEW STAFF REPORT

preserve Rountree character and provide for a mix of uses that is compatible and complementary to the neighborhood.

12. Staff believes that the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions.

STAFF RECOMMENDATION:

1. Staff recommends approval of the text amendment based on its compatibility with the *Comprehensive Plan and findings of facts in the 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 text amendment.
2. Recommend a change in the text amendment.
3. Recommend a change in the text amendment together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: The existing language is in black. Language to be added is underlined and to be removed is ~~stricken~~.

Section 4 – Subarea A through D Regulations

A. Permitted and Conditional Uses. The following key is to be used in the interpretation of Table 1, Permitted and Conditional Uses Subareas A through D, in this section.

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P
Entertainment Oriented use group, stand alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P
General Office use group, stand alone		P	P	P	

DEVELOPMENT REVIEW STAFF REPORT

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
General Office use group as part of a mixed use		P	P	P	P
<u>General Office, conversion</u>	<u>B.1 below</u>				<u>P</u>
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	<u>B.21. below</u>	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Car Sales/Rental					
Gas Station		P			
Temporary Uses					
Farm Stand	<u>B.32. below</u>	P	P	P	P
Food Truck		P	P	P	P
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

B. Use Specific Standards

1. General Office Conversion.

(a) Applicability. Single-family dwellings may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).

(b) Location of Entrances. Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Cherry or Elm Streets.

(c) Exterior Alterations. No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

(d) Signs. General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.

DEVELOPMENT REVIEW STAFF REPORT

1. Area. The monument sign shall not exceed six (6) square feet in area.

2. Height. The monument sign shall not exceed four (4) feet in height.

3. Location. The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle.

4. Sign Base. The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.

5. Landscape. The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

12. Commercial Off-Street Parking Lots. Commercial off-street parking lots adjacent to public rights-of-way, excluding alleys, shall provide the following:

- a. A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
- b. Four (4) understory trees shall be planted for every one hundred (100) lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way, and additional plantings shall be clustered at points of pedestrian ingress and egress.
- c. Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.
- d. To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way .

23. Farm Stand.

- a. Farm products sold. Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.
- b. Farm stand structure. A structure associated with a farm stand shall not have a floor area greater than one hundred (100) square feet.

C. Building and Lot Standards

2. Subarea B:

- a. Build-to-Line:
Primary Street: ~~Fifteen~~ ~~Thirty~~ (1530) feet minimum; Fifty (50) feet maximum [A]
 - To match average front façade line of the block face

DEVELOPMENT REVIEW STAFF REPORT

Side Street: Ten (10) feet minimum [B]

- To match average front façade line of the block face

From: [Peggy Wise](#)
To: [Sparlin, Michael](#)
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Thursday, October 10, 2024 10:16:35 AM

Mike,

Good morning! We have reviewed the text amendment proposals and Rountree Neighborhood Association has no objections to the proposed changes as written. We do have a question. What would the parking requirements be in Area D for a General Office conversion?

Thank you Mike.

Peggy Wise
President
Rountree Neighborhood Association
417-860-8990

On Tue, Sep 24, 2024 at 4:36 PM Sparlin, Michael <msparlin@springfieldmo.gov> wrote:

City staff is proposing a text amendment to the Rountree UCD No. 2 regulations in subarea D, to add general office conversion as a permitted use following specific use specific standards. The amendment proposes to also change the build-to-line in subarea B from 30 feet to 15 feet. See attached pdf for details on text language.

The Planning and Zoning Commission will have a public hearing on the proposed text amendment on, October 10, 2024, and the City Council will have public hearing on these same amendments on, November 4, 2024. Please see agendas when posted online for details at:

<https://springfieldmo.portal.civicclerk.com/>

If you have any questions or concerns, please, feel free to contact our department by emailing us at Zoning@springfieldmo.gov. If you do respond please “**don’t**

reply to all", since there are many citizens and groups that have been notified by this email and they may not want to participate in an e-mail chain discussion.

Thanks!

Zoning@springfieldmo.gov

Michael Sparlin, Senior City Planner

City of Springfield, Missouri

Planning & Development Department

[Development Review Office](#)

417.864.1091



EXPLANATION TO COUNCIL BILL 2024-226 (HORTON)

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance vacating the 400 block of West Hovey Street upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 400 block of West Hovey Street; Vacation No. 841).

PURPOSE: Vacating the 400 block of West Hovey Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
VACATION NUMBER 841

The applicant is requesting to vacate the 400 block of West Hovey Street. This is to facilitate the development of the new Pipkin Middle School at this location.

The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the vacation taking effect.

REMARKS: The Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to vacate the 400 block of West Hovey Street.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Exhibit C - Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

5. This vacation shall not become effective until the following conditions are met:
- a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
 - b. A fire apparatus turn around shall be constructed on the east end of Hovey.
 - c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
 - d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
 - e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's and on the finding of facts above.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

- Attachments:**
1. Vacation 841 - 400 Block of West Hovey Street
 2. Vac 841_exhA
 3. Vac 841_exhB
 4. Vac 841_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 10-29-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-226

SPECIAL ORDINANCE _____

AN ORDINANCE

VACATING the 400 block of West Hovey Street upon the occurrence of certain conditions.

WHEREAS, a petition has been received by the City of Springfield requesting the vacation of the 400 block of West Hovey Street, to facilitate the development of the new Pipkin Middle School at this location; and

WHEREAS, proper notice has been given as required by the laws and ordinances of the City of Springfield; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended approval of the vacation by a vote of 6 to 0, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B"; and

WHEREAS, City Council finds that said vacation complies with the laws and ordinances of the City of Springfield; and

WHEREAS, City Council's approval of said vacation is expressly subject to the conditions contained in this Ordinance; and

WHEREAS, the conditions of this Ordinance will facilitate the development of the applicant's property while ensuring that required public improvements are made.

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

Section 1 – The property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby vacated subject to the conditions contained in the Ordinance.

Section 2 – City Council declares that vacation shall not be effective until the

completion of the following conditions:

- a. All utilities, including, but not limited to sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
- b. A fire apparatus turn around shall be constructed on the east end of Hovey.
- c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
- d. Appropriate sight triangles, as determined by the Administrative Review Committee, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
- e. Public improvements, as determined by the accepted Transportation Impact Study ("TIS"), shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not met within four (4) years of City Council's passage of this Ordinance, the aforementioned vacation conditional approval is null and void and the public right-of-way shall remain.

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: Laura Vales, Assistant City Attorney

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

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF THE PLATTED PUBLIC RIGHT-OF-WAY OF HOVEY STREET, AS SHOWN ON THE FINAL PLAT OF HOVEY'S ADDITION TO SPRINGFIELD MISSOURI, RECORDED IN PLAT BOOK E, AT PAGE 13, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 17 IN SAID HOVEY'S ADDITION; THENCE N88°31'53"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HOVEY STREET, A DISTANCE OF 398.70 FEET; THENCE N01°28'07"E, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET, TO THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN BOOK 2433, AT PAGE 2019, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID HOVEY STREET; THENCE S88°31'53"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 399.12 FEET, TO THE SOUTHEAST CORNER OF LOT 16 IN SAID HOVEY'S ADDITION, AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE, AS IT NOW EXISTS; THENCE S01°51'40"W, LEAVING SAID NORTH RIGHT-OF-WAY LINE, AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CAMPBELL AVENUE, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 23,935 SQUARE FEET, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 10, 2024

Vacation 841

400 blk of West Hovey Street

Applicant: General Council of Assemblies of God

Mr. Menke states that this is a request to vacate the 400 block of West Hovey Street. This is to facilitate the development of the new Pipkin Middle School at this location.

Mr. Will Hoey, 550 St. Louis Street here on behalf the general council of Assemblies of God and the school district and here to answer any questions.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Doennig moved to approve Vacation 841; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Pauly, Commissioner Knuckles, Commissioner Doennig and Commissioner Colony. Nays: None. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

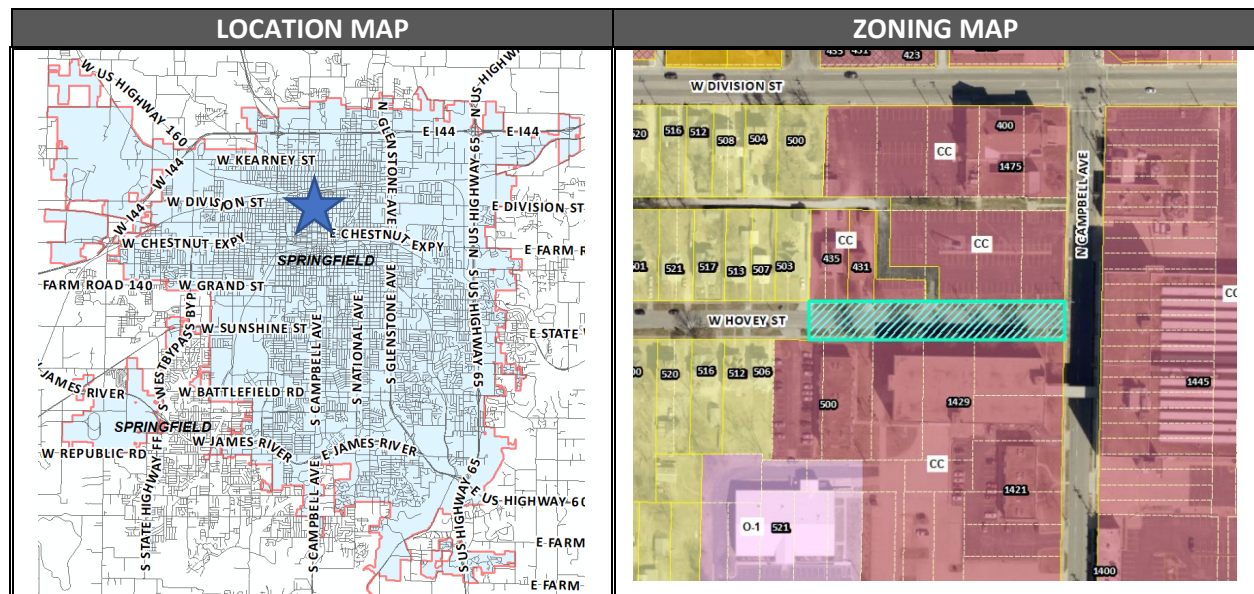
PROJECT INFORMATION

Case Number:	Vacation No. 841
Location:	400 block of West Hovey Street
Total Acres:	0.55 acres
Applicant:	General Council of Assemblies of God
Existing Land Use:	Public street
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of Vacation case No. 841 as submitted in the staff report (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to vacate the 400 block of West Hovey Street. This is to facilitate the development of the new Pipkin Middle School at this location.

This vacation shall not become effective until the conditions listed in the Staff Analysis and Recommendation section of this report (p. 9) are met. If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right-of-way shall remain.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the City in 1869. Hovey Street was originally platted as part of Hovey's Addition, which was recorded in September of 1891.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-151. - Petition for vacation; notice of proposed vacation.

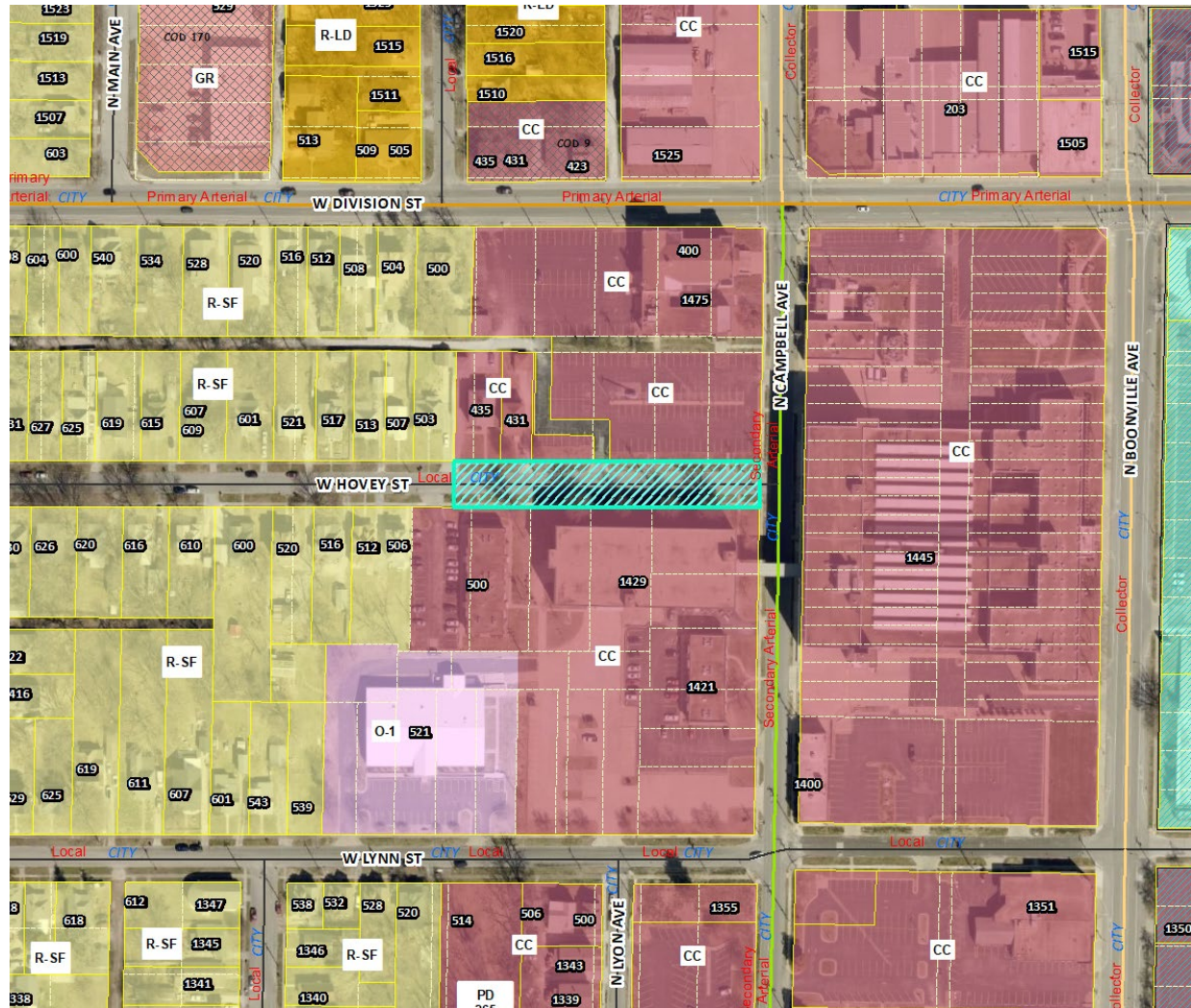
Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and any person owning property abutting upon any alley, street, common or public square, or any part thereof, may petition the city to vacate all or any part of the alley, street, common or public square, giving a distinct description of the property to be vacated and the names of the owners of the property abutting thereon. A petition to vacate such land shall be filed with the city clerk and referred to the planning and zoning commission for consideration. Thereupon, the planning and zoning commission shall cause notices of the proposed vacation to be posted in at least three prominent places in the vicinity of the area to be vacated and the petitioner shall cause a notice of the proposed vacation to be published in the daily newspaper having the greatest number of paid subscribers in the city at least 30 days prior to the public hearing, which newspaper shall meet the requirements of RSMo 493.050. No vacation shall take place until the petitioner shall have filed with the executive secretary of the planning and zoning commission proof that notice has been given of such vacation as required in this section, except in no event shall the failure of the planning and zoning commission to post the property in any way affect the validity of the vacation, it being intended by the city council that the legal notice for such vacation shall be solely by newspaper advertisement and that other advertisements shall be for informational purposes. In addition to the methods established by this section for notice, the city manager shall endeavor to cause notices of such vacations to be circulated in the area in accordance with rules to be adopted by the city manager, which rules should be filed with the executive secretary of the planning and zoning commission; provided, however, the failure to give such notice shall in no way affect the validity of the vacation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

Not applicable to vacation request

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	CC	CC	Right-of-way
LAND USE	Parking lot & Residences	Office	Office	Right-of-way
PLACETYPES	Institutional & Employment & Center City Neighborhood	Institutional & Employment	Institutional & Employment	Right-of-way

DEVELOPMENT REVIEW STAFF REPORT**DEPARTMENT COMMENTS:****AT&T:**

Did not respond in allotted review time.

MEDIACOM:

Approved.

CITY UTILITIES:

Existing CU Electric, Gas & Water facilities will need eventual removal/relocation.

**DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT
DIVISION:**

No impact on public sewer.

**DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY
DIVISION:**

Approved.

**DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY
DIVISION:**

Approved.

FIRE DEPARTMENT:

A dead-end Fire Access Lane that exceeds 150 feet in length shall install a fire apparatus turn around - so a turn around shall be constructed on the east end of Hovey. (2018 IFC Section 503 & Appendix D)

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

No issues with the proposed vacation. The vacation needs to be contingent on a building permit and/or approval of a final plat. If the proposed development doesn't move forward, we do not support the vacation.

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. Division Street	Primary Arterial	City	50	30	14,293	No	Yes	Yes
Street 2	N. Campbell Avenue	Secondary Arterial	City	35	30	3,047	No	Yes	Yes
Street 3	W. Lynn Street	Local	City	25	25	NA	No	Yes	Yes
Street 4	W. Hovey Street	Local	City	25	25	278	Yes	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification and the accepted traffic study.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one (1) bus stop on Division Street near the property.

IMPROVEMENTS - No improvements are required for this vacation. A traffic study is required at the time of development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

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 **is not applicable because the site is built out**.

PW Stormwater has no concerns for the proposed street vacation. The street does not contain any storm sewer. Please note that development of the property will be subject to the following conditions at the time of development:

DEVELOPMENT REVIEW STAFF REPORT

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

DETENTION AND DISCHARGE REQUIREMENTS

N/A

WATER QUALITY REQUIREMENTS

N/A

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to vacate the 400 block of West Hovey Street.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal meeting the approval criteria listed in Attachment 1 and that the vacation shall not become effective until the following conditions are met:
 - a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
 - b. A fire apparatus turn around shall be constructed on the east end of Hovey.
 - c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
 - d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
 - e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

VACATION APPROVAL CRITERIA

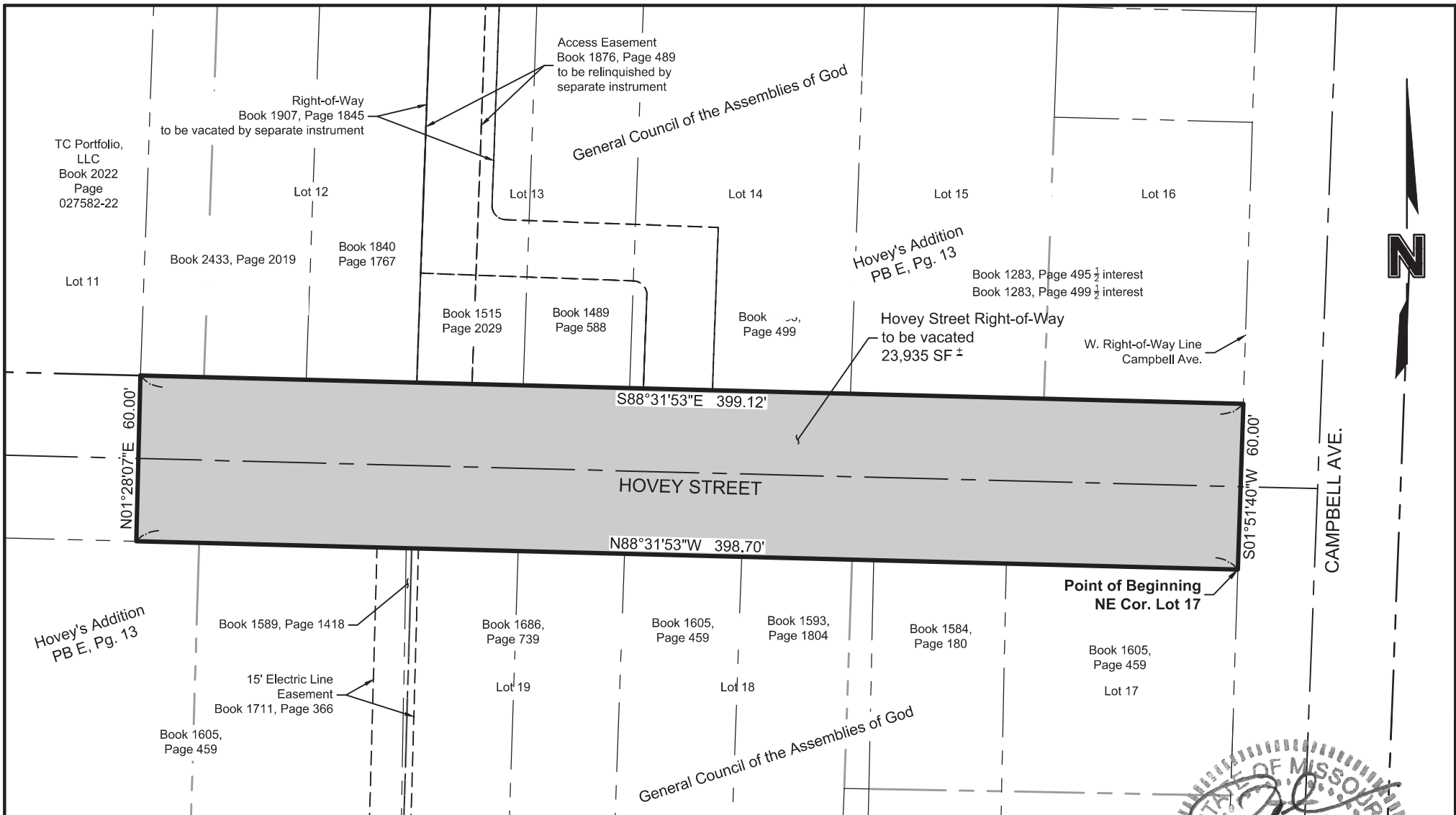
In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access to other public streets.
2.	The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.	All adjacent property owners have consented to the vacation of the right-of-way.
3.	That the retention of the street, alley, public way or subdivision serves no useful purpose.	It has been determined that the retention of the public right-of-way is unnecessary.
4.	That the vacation will not affect the ability to use utilities, public or private.	This vacation area contains public utilities, which must be relocated, abandoned, or placed within an easement prior to the vacation.

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2****Legal Description**

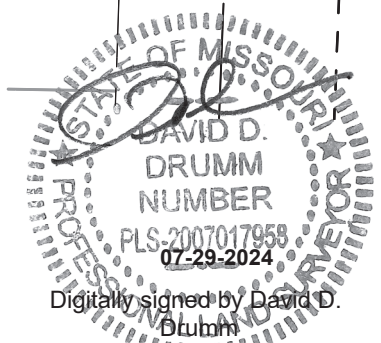
A portion of the platted public right-of-way of Hovey Street, as shown on the Final Plat of Hovey's Addition to Springfield Missouri, recorded in Plat Book E, at Page 13, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 17 in said Hovey's Addition; thence N88°31'53"W, along the South right-of-way line of said Hovey Street, a distance of 398.70 feet; thence N01°28'07"E, leaving said South right-of-way line, a distance of 60.00 feet, to the Southwest corner of a tract of land recorded in Book 2433, at Page 2019, also being a point on the North right-of-way line of said Hovey Street; thence S88°31'53"E, along said North right-of-way line, a distance of 399.12 feet, to the Southeast corner of Lot 16 in said Hovey's Addition, and a point on the West right-of-way line of Campbell Avenue, as it now exists; thence S01°51'40"W, leaving said North right-of-way line, and along the West right-of-way line of said Campbell Avenue, a distance of 60.00 feet, to the Point of Beginning, containing 23,935 square feet, more or less, and subject to any easements or restrictions of record.

ATTACHMENT 3



This sketch is not a boundary survey. It is intended to show the configuration of a proposed street vacation. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



Digitally signed by David D. Drumm
Date: 2024.07.29 15:46:24-05'00'

PROJECT NO: 023-00342

DRAWN BY: DDD

DATE: 07.29.24

RIGHT-OF-WAY VACATION HOVEY STREET - SPRINGFIELD, MO

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

ATTACHMENT 4
NEIGHBORHOOD MEETING SUMMARY

1. Request to vacate: Portion of W. Hovey Street

(subject address)
2. Meeting Date & Time: September 18, 2024
3. Meeting Location: Springfield Public Schools General Services Center
4. Number of invitations that were sent: 95
5. How was the mailing list generated: City Staff
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:

See below comments and plans to address/continue coordination with neighbors.

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

No written comments have been received as of 09/25/2024.

1.) Luis Larriu

No major concerns presented at meeting. Was more interested in the development plans in relationship to his property. Discussed standard city buffer & lighting requirements.

2.) Charlie Winger

No major concerns presented at meeting. Was excited about the project and interested in the proposed development plans.

3.) Kenneth Lane

No major concerns with the proposed vacations. He expressed some concerns with the proposed development. Expressed potential concerns with on-street parking along Lynn and site lighting. Discussed standard city parking & lighting requirements.

Neighborhood Meeting

PIPKIN MIDDLE SCHOOL

SEPTEMBER 18, 2024

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Barbara Larrin	600 W. Hovey St.	417 425-1195
Luis Larrin	11	11
Charlie Winger	625 W. Hovey	417-207-6695
Melissa Winger	1706 E. Turner	417-840-0591
Willadean Lane	601 W. Lynn	417-865-3205
Kenneth Lane	"	"



EXPLANATION TO COUNCIL BILL 2024-227 (HORTON)

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance vacating a portion of public right-of-way located at 1475 North Campbell Avenue, between the 400 block of West Division Street and West Hovey Street, upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 1475 North Campbell Avenue; Vacation No. 840).

PURPOSE: Vacating a portion of right-of-way located between the 400 block of West Division Street and West Hovey Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

VACATION NUMBER 840

The applicant is requesting to vacate a portion of right-of-way between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

The applicant is requesting to have conditions placed on this request. The conditions ensure that all City department requirements are met prior to the vacation taking effect.

REMARKS: The Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to vacate a portion of right-of-way between Hovey Street and Division Street. This portion of right-of-way is located at 1475 North Campbell Avenue and connects the east/west alley between Hovey Street and Division Street to Hovey Street.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Exhibit C - Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that the requirements of all City departments are met prior to the vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

5. This vacation shall not become effective until the following conditions are met:

- a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
- b. A fire apparatus turn around shall be constructed on the east end of Hovey.
- c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
- d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
- e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's and on the finding of facts above.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

- Attachments:**
- 1. Vacation 840 - 1475 North Campbell Avenue
 - 2. Vac 840_exhA
 - 3. Vac 840_exhB
 - 4. Vac 840_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 10-29-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-227

SPECIAL ORDINANCE _____

AN ORDINANCE

VACATING a portion of public right-of-way located at 1475 North Campbell Avenue, between the 400 block of West Division Street and West Hovey Street, upon the occurrence of certain conditions.

WHEREAS, a petition has been received by the City of Springfield requesting the vacation of a portion of public right-of-way between West Division Street and West Hovey Street, located at 1475 North Campbell Avenue, to facilitate the development of the new Pipkin Middle School at this location; and

WHEREAS, proper notice has been given as required by the laws and ordinances of the City of Springfield; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended approval of the vacation by a vote of 6 to 0, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B"; and

WHEREAS, City Council finds that said vacation complies with the laws and ordinances of the City of Springfield; and

WHEREAS, City Council's approval of said vacation is expressly subject to the conditions contained in this Ordinance; and

WHEREAS, the conditions of this Ordinance will facilitate the development of the applicant's property while ensuring that required public improvements are made.

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

Section 1 – The property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby vacated subject to the conditions contained in the Ordinance.

34 Section 2 – City Council declares that vacation shall not be effective until the
35 completion of the following conditions:

- 36
- 37 a. All utilities, including, but not limited to sanitary sewer, gas, water, electric, AT&T,
38 Mediacom, and Springnet services shall be relocated, abandoned, or preserved
39 with replacement utility easements.
- 40
- 41 b. A fire apparatus turn around shall be constructed on the east end of Hovey.
- 42
- 43 c. An application for an administrative replat containing all adjacent lots shall be
44 submitted to the Planning and Development Department and subsequently
45 approved.
- 46
- 47 d. Appropriate sight triangles, as determined by the Administrative Review
48 Committee, shall be dedicated at the intersections of Division & Campbell and
49 Lynn & Campbell.
- 50
- 51 e. Public improvements, as determined by the accepted Transportation Impact
52 Study (“TIS”), shall be constructed on the perimeter of the site, including closure
53 of driveway approaches not being used and correction of deficiencies in the
54 surrounding sidewalk.
- 55

56 If these conditions are not met within four (4) years of City Council’s passage of this
57 Ordinance, the aforementioned vacation conditional approval is null and void and the
58 public right-of-way shall remain.

59

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

62

63 Passed at meeting: _____

64

65 _____

66 Mayor

67

68 Attest: _____, City Clerk

69

70 Filed as Ordinance: _____

71

72 Approved as to form: Laura Vales, Assistant City Attorney

73

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

75

76

EXHIBIT A
LEGAL DESCRIPTION

A PUBLIC RIGHT-OF-WAY, BEING A PART OF LOTS 12, 13 AND 14 IN HOVEY'S ADDITION TO SPRINGFIELD MISSOURI, RECORDED IN PLAT BOOK E, AT PAGE 13, AND RECORDED IN BOOK 1907, AT PAGE 1845, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION TAKEN FROM BOOK 1907, PAGE 1845:
BEGINNING AT THE SW CORNER OF LOT 14 BRYAN HOVEY ADDITION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, THENCE EAST 5 FT., THENCE NORTH 29 FT. TO A POINT OF CURVATURE (P.C.) OF A 10-FT. RADIUS TO THE LEFT, THENCE ON A CURVE TO THE LEFT 7.854 FT. TO A POINT OF TANGENCY (P.T.), THENCE WEST 47.0 FEET TO THE WEST LINE OF LOT 13, THENCE NORTH 93.0 FT. TO THE P.C. OF A 10-FT. RADIUS TO THE LEFT, THENCE ON A CURVE TO THE LEFT 7.854 FT. TO A P.T., THENCE EAST 30.0 FEET, THENCE SOUTH 73.0 FT., TO A P.C. OF A 10-FT. RADIUS TO THE LEFT, THENCE ON THE CURVE TO THE LEFT 7.854 FT. TO A P.T., THENCE EAST 47.0 FT., THENCE SOUTH 59.0 FT., THENCE WEST 25.0 FT. TO THE POINT OF BEGINNING, ALL LYING IN LOTS 13 AND 14 OF BRYAN HOVEY ADDITION.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 10, 2024

Vacation 840

1475 North Campbell Avenue

Applicant: General Council of Assemblies of God

Mr. Menke stated that this is a request to vacate a portion of right-of-way between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

Mr. Will Hoey, 550 St. Louis Street here on behalf the general council of Assemblies of God and the school district and here to answer any questions.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Vacation 840; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Pauly, Commissioner Knuckles, Commissioner Doennig and Commissioner Colony. Nays: None. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

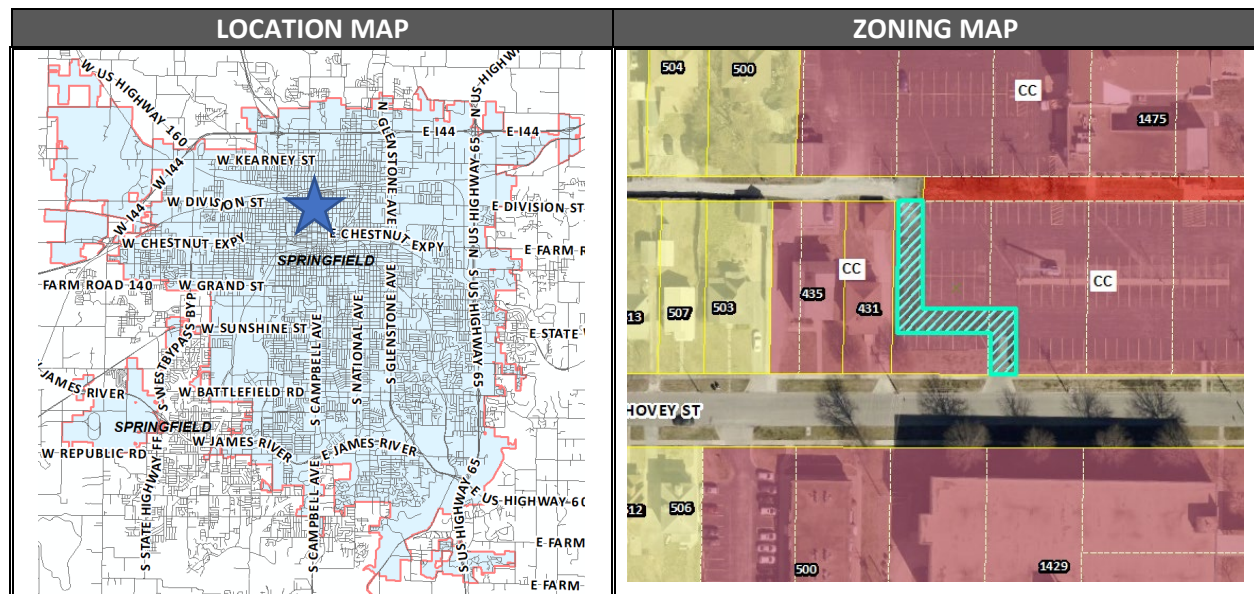
PROJECT INFORMATION

Case Number:	Vacation No. 840
Location:	1475 North Campbell Avenue
Total Acres:	0.12 acres
Applicant:	General Council of Assemblies of God
Existing Land Use:	Public right-of-way
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of Vacation case No. 840 as submitted in the staff report (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to vacate a portion of right-of-way between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

This vacation shall not become effective until the conditions listed in the Staff Analysis and Recommendation section of this report (p. 8) are met. If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right-of-way shall remain.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the City in 1869. The eastern terminus of the east-west alley to the north was vacated in 1985. The subject right-of-way was dedicated February 13, 1986.

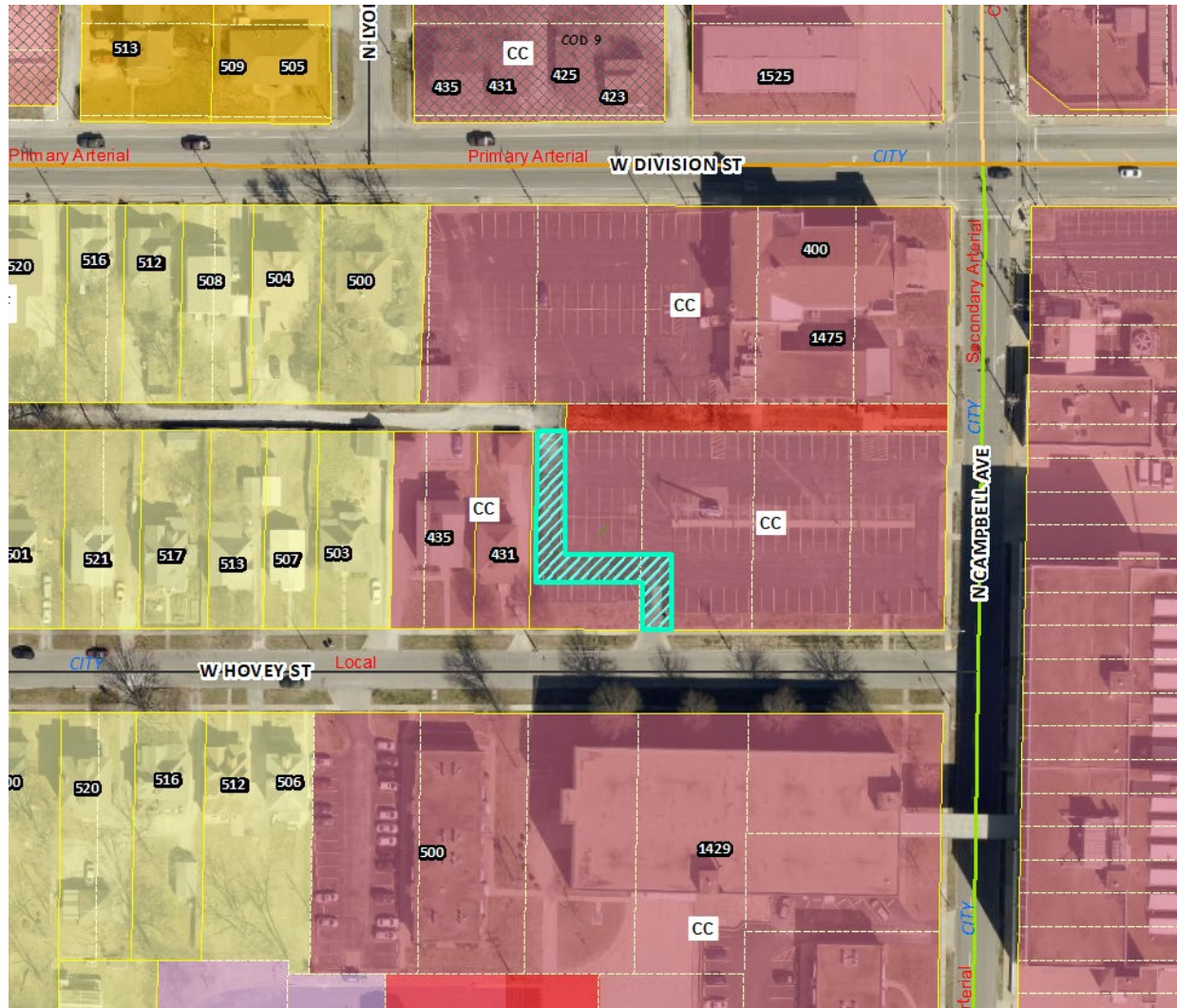
PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-151. - Petition for vacation; notice of proposed vacation.

Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and any person owning property abutting upon any alley, street, common or public square, or any part thereof, may petition the city to vacate all or any part of the alley, street, common or public square, giving a distinct description of the property to be vacated and the names of the owners of the property abutting thereon. A petition to vacate such land shall be filed with the city clerk and referred to the planning and zoning commission for consideration. Thereupon, the planning and zoning commission shall cause notices of the proposed vacation to be posted in at least three prominent places in the vicinity of the area to be vacated and the petitioner shall cause a notice of the proposed vacation to be published in the daily newspaper having the greatest number of paid subscribers in the city at least 30 days prior to the public hearing, which newspaper shall meet the requirements of RSMo 493.050. No vacation shall take place until the petitioner shall have filed with the executive secretary of the planning and zoning commission proof that notice has been given of such vacation as required in this section, except in no event shall the failure of the planning and zoning commission to post the property in any way affect the validity of the vacation, it being intended by the city council that the legal notice for such vacation shall be solely by newspaper advertisement and that other advertisements shall be for informational purposes. In addition to the methods established by this section for notice, the city manager shall endeavor to cause notices of such vacations to be circulated in the area in accordance with rules to be adopted by the city manager, which rules should be filed with the executive secretary of the planning and zoning commission; provided, however, the failure to give such notice shall in no way affect the validity of the vacation.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	CC	CC	CC
LAND USE	Parking lot	Parking lot / Right-of-way	Parking lot	Residence
PLACETYPES	Institutional & Employment	Institutional & Employment	Institutional & Employment	Institutional & Employment

DEVELOPMENT REVIEW STAFF REPORT**DEPARTMENT COMMENTS:**

AT&T:

Did not respond in allotted review time.

MEDIACOM:

Approved.

CITY UTILITIES:

No issues with the proposed vacation. No apparent impact to CU facilities.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT
DIVISION:

No impact on public sewer.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY
DIVISION:

Approved.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY
DIVISION:

Approved.

FIRE DEPARTMENT:

Approved.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

No issues with the proposed vacation. The vacation needs to be contingent on a building permit and/or approval of a final plat. If the proposed development doesn't move forward, we do not support the vacation.

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. Division Street	Primary Arterial	City	50	30	14,293	No	Yes	Yes
Street 2	N. Campbell Avenue	Secondary Arterial	City	35	30	3,047	No	Yes	Yes
Street 3	W. Lynn Street	Local	City	25	25	NA	No	Yes	Yes
Street 4	W. Hovey Street	Local	City	25	25	278	Yes	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification and the accepted traffic study.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one (1) bus stop on Division Street near the property.

IMPROVEMENTS - No improvements are required for this vacation. A traffic study is required at the time of development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

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 **is not applicable because the site is built out**.

PW Stormwater has no concerns for the proposed alley vacation. Please note that development of the property will be subject to the following conditions at the time of development:

DEVELOPMENT REVIEW STAFF REPORT

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

DETENTION AND DISCHARGE REQUIREMENTS

N/A

WATER QUALITY REQUIREMENTS

N/A

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to vacate a portion of right-of-way between Hovey Street and Division Street. This portion of right-of-way is located at 1475 North Campbell Avenue and connects the east/west alley between Hovey Street and Division Street to Hovey Street.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that the requirements of all City departments are met prior to the vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal meeting the approval criteria listed in Attachment 1 and that the vacation shall not become effective until the following conditions are met:
 - a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
 - b. A fire apparatus turn around shall be constructed on the east end of Hovey.
 - c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
 - d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
 - e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

VACATION APPROVAL CRITERIA

In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access to other public streets.
2.	The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.	All adjacent property owners have consented to the vacation of the right-of-way.
3.	That the retention of the street, alley, public way or subdivision serves no useful purpose.	It has been determined that the retention of the public right-of-way is unnecessary.
4.	That the vacation will not affect the ability to use utilities, public or private.	This vacation area does not have any known public or private utilities within it.

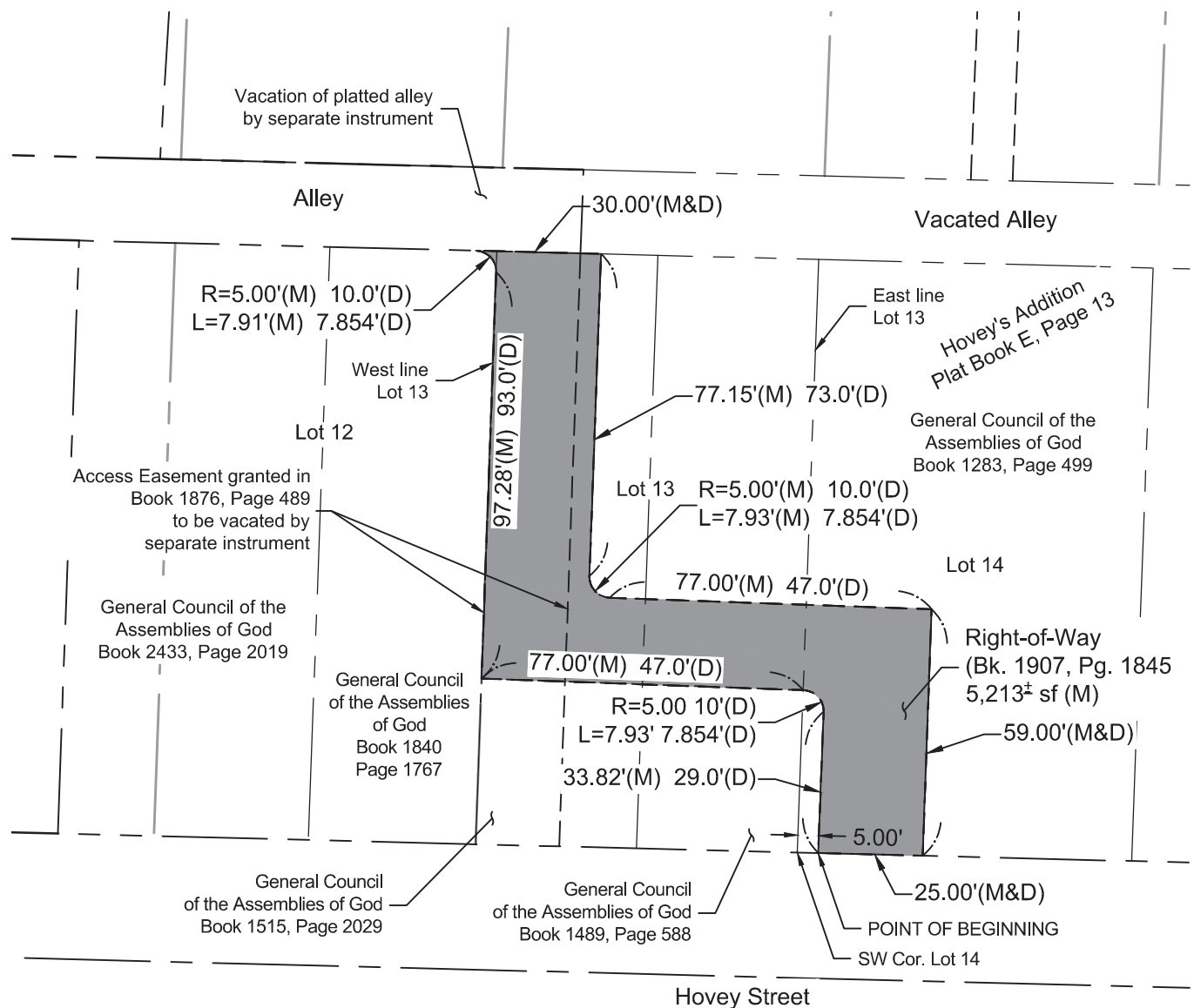
DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2****Legal Description**

A public right-of-way, being a part of Lots 12, 13 and 14 in Hovey's Addition to Springfield Missouri, recorded in Plat Book E, at Page 13, and recorded in Book 1907, at Page 1845, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

Description taken from Book 1907, Page 1845:

Beginning at the SW corner of Lot 14 Bryan Hovey Addition in the City of Springfield, Greene County, Missouri, thence east 5 ft., thence north 29 ft. to a point of curvature (P.C.) of a 10-ft. radius to the left, thence on a curve to the left 7.854 ft. to a point of tangency (P.T.), thence west 47.0 feet to the west line of Lot 13, thence north 93.0 ft. to the P.C. of a 10-ft. radius to the left, thence on a curve to the left 7.854 ft. to a P.T., thence east 30.0 feet, thence south 73.0 ft., to a P.C. of a 10-ft. radius to the left, thence on the curve to the left 7.854 ft. to a P.T., thence east 47.0 ft., thence south 59.0 ft., thence west 25.0 ft. to the point of beginning, all lying in lots 13 and 14 of Bryan Hovey Addition.

\\oa.ad.oaconsulting.com\mnts-ns1\projects\2023\00001-00500\023-00342\40-Design\Survey\SRV\Sheets\V_VAC_ROW_02300342.dwg
DATE: Jul 15, 2024 9:03am
XREFS: V_XESMT_02300342-HOVEY SITE V_XBNDY_02300342-HOVEY SITE
USER: ddrumm



STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS 2007017958
07-15-2024
PROFESSIONAL LAND SURVEYOR

Digitally signed by David D. Drumm
Date: 2024.07.15 09:07:39-05'00'

Project no: 023-00342	RIGHT-OF-WAY VACATION SPRINGFIELD SCHOOL DIST.	 Olsson Associates, Inc. Survey MO Certificate of Authority #LC366 550 St. Louis Street Springfield, MO 65806 TEL 417.890.8802 FAX 417.890.8805	EXHIBIT
Drawn by: DDD			B
Date: 07/12/24			

ATTACHMENT 4
NEIGHBORHOOD MEETING SUMMARY

1. Request to vacate: Portion of W. Hovey Street

(subject address)
2. Meeting Date & Time: September 18, 2024
3. Meeting Location: Springfield Public Schools General Services Center
4. Number of invitations that were sent: 95
5. How was the mailing list generated: City Staff
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:

See below comments and plans to address/continue coordination with neighbors.

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

No written comments have been received as of 09/25/2024.

- 1.) Luis Larriu
No major concerns presented at meeting. Was more interested in the development plans in relationship to his property. Discussed standard city buffer & lighting requirements.
- 2.) Charlie Winger
No major concerns presented at meeting. Was excited about the project and interested in the proposed development plans.
- 3.) Kenneth Lane
No major concerns with the proposed vacations. He expressed some concerns with the proposed development. Expressed potential concerns with on-street parking along Lynn and site lighting. Discussed standard city parking & lighting requirements.

Neighborhood Meeting

PIPKIN MIDDLE SCHOOL

SEPTEMBER 18, 2024

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Barbara Larrin	600 W. Hovey St.	417 425-1195
Luis Larrin	11	11
Charlie Winger	625 W. Hovey	417-207-6695
Melissa Winger	1706 E. Turner	417-840-0591
Willadean Lane	601 W. Lynn	417-865-3205
Kenneth Lane	"	"



EXPLANATION TO COUNCIL BILL 2024-228 (HORTON)

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance vacating a portion of an east/west alley located between the 400 block of West Division Street and West Hovey Street upon the occurrence of certain conditions. (By: General Council of Assemblies of God; 431 & 435 West Hovey Street & 1475 North Campbell Avenue; Vacation No. 839).

PURPOSE: Vacating a portion of an east/west alley located between the 400 block of West Division Street and West Hovey Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
VACATION NUMBER 839

The applicant is requesting to vacate a portion of an east/west alley between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the vacation taking effect.

REMARKS: The Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to vacate a portion of an east/west alley between Hovey Street and Division Street. This portion of the alley is adjacent to 431 & 435 West Hovey Street & 1475 North Campbell Avenue.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Exhibit C - Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the



vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

5. This vacation shall not become effective until the following conditions are met:

- a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
- b. A fire apparatus turn around shall be constructed on the east end of Hovey.
- c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
- d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
- e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's and on the finding of facts above.

Submitted By: Andrew Menke, Senior Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

- Attachments:**
- 1. Vacation 839 - 431 and 435 West Hovey Street and 1475 North Campbell Avenue
 - 2. Vac 839_exhA
 - 3. Vac 839_exhB
 - 4. Vac 839_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 10-29-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-228

SPECIAL ORDINANCE _____

AN ORDINANCE

VACATING a portion of an east/west alley located between the 400 block of West Division Street and West Hovey Street upon the occurrence of certain conditions.

WHEREAS, a petition has been received by the City of Springfield requesting the vacation of a portion of an east/west alley between West Division Street and West Hovey Street, adjacent to 431 and 435 West Hovey Street and 1475 North Campbell Avenue, to facilitate the development of the new Pipkin Middle School at this location; and

WHEREAS, proper notice has been given as required by the laws and ordinances of the City of Springfield; and

WHEREAS, the Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended approval of the vacation by a vote of 6 to 0, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B"; and

WHEREAS, City Council finds that said vacation complies with the laws and ordinances of the City of Springfield; and

WHEREAS, City Council's approval of said vacation is expressly subject to the conditions contained in this Ordinance; and

WHEREAS, the conditions of this Ordinance will facilitate the development of the applicant's property while ensuring that required public improvements are made.

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

Section 1 – The property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby vacated subject to the conditions

34 contained in the Ordinance.

35
36 Section 2 – City Council declares that vacation shall not be effective until the
37 completion of the following conditions:

- 38
39 a. All utilities, including, but limited to sanitary sewer, gas, water, electric, AT&T,
40 Mediacom, and Springnet services shall be relocated, abandoned, or preserved
41 with replacement utility easements.
42
43 b. A fire apparatus turn around shall be constructed on the east end of Hovey.
44
45 c. An application for an administrative replat containing all adjacent lots shall be
46 submitted to the Planning and Development Department and subsequently
47 approved.
48
49 d. Appropriate sight triangles, as determined by the Administrative Review
50 Committee, shall be dedicated at the intersections of Division & Campbell and
51 Lynn & Campbell.
52
53 e. Public improvements, as determined by the accepted Transportation Impact
54 Study (“TIS”), shall be constructed on the perimeter of the site, including closure
55 of driveway approaches not being used and correction of deficiencies in the
56 surrounding sidewalk.

57
58 If these conditions are not met within four (4) years of City Council's passage of this
59 ordinance, the aforementioned vacation conditional approval is null and void and the
60 public right-of-way shall remain.

61
62 Section 3 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance: _____

73
74 Approved as to form: Laura Vales, Assistant City Attorney

75
76
77 Approved for Council action: Juan A. Hays, City Manager
78

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF A PLATTED ALLEY, AS SHOWN ON THE FINAL PLAT OF HOVEY'S ADDITION TO SPRINGFIELD MISSOURI, RECORDED IN PLAT BOOK E, AT PAGE 13, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID ALLEY AT A POINT 20 FEET EAST, MORE OR LESS FROM THE NORTHEAST CORNER OF LOT 12 IN SAID HOVEY'S ADDITION, BEING THE SOUTHWEST CORNER OF THE CONSENT TO VACATE PROPERTY AS RECORDED IN BOOK 1876, AT PAGE 489-490 IN THE GREENE COUNTY RECORDER'S OFFICE; THENCE N01°27'56"E, LEAVING SAID SOUTH LINE OF ALLEY, AND ALONG THE WEST LINE OF SAID CONSENT TO VACATE PROPERTY DESCRIPTION, A DISTANCE OF 20.00 FEET, TO THE NORTH LINE OF SAID ALLEY; THENCE N88°32'04"W, ALONG SAID NORTH LINE OF ALLEY, A DISTANCE OF 101.12 FEET, TO THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 2023, AT PAGE 009814-23, BEING 5.00 FEET WEST OF THE SOUTHWEST CORNER OF LOT 5 IN SAID HOVEY'S ADDITION; THENCE S01°27'56"W, LEAVING SAID NORTH LINE OF ALLEY, A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID ALLEY; THENCE S88°32'04"E, ALONG SAID SOUTH LINE, A DISTANCE OF 101.12 FEET, TO THE POINT OF BEGINNING, CONTAINING 2,022 SQUARE FEET, MORE OR LESS, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 10, 2024

Vacation 839
431 & 435 West Hovey Street and 1475 North Campbell Avenue

Applicant: General Council of Assemblies of God

Mr. Menke stated that this is a request to vacate a portion of an east/west alley between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

Mr. Will Hoey, 550 St. Louis Street here on behalf the general council of Assemblies of God and the school district and here to answer any questions.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Vacation 839; Commissioner Doennig seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Pauly, Commissioner Knuckles, Commissioner Doennig and Commissioner Colony. Nays: None. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

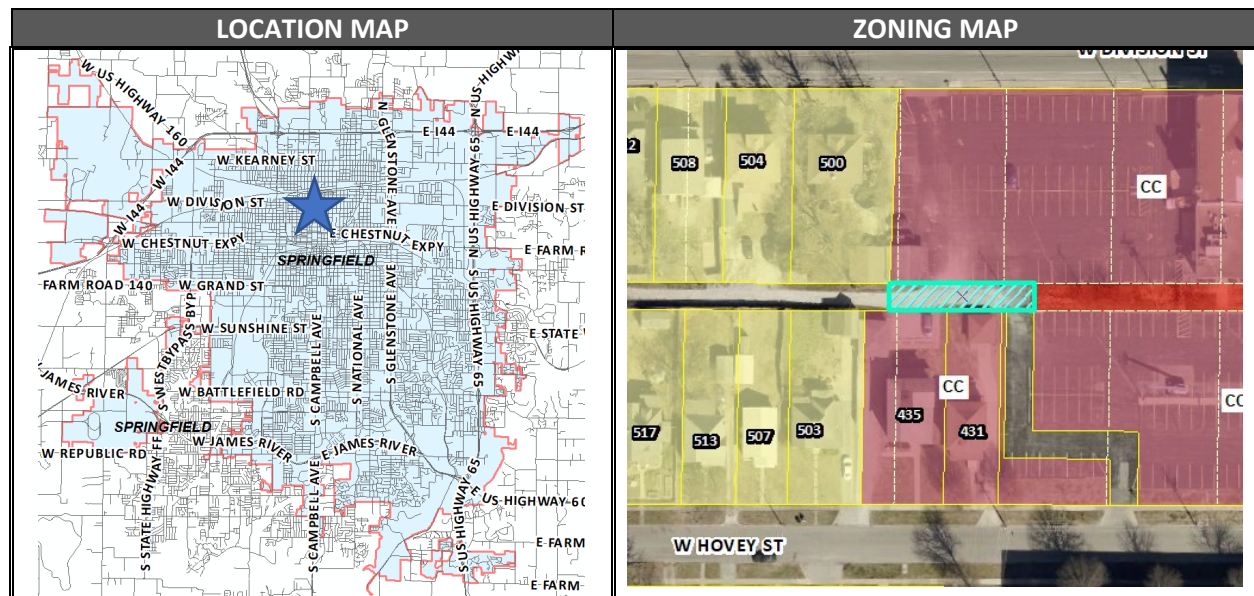
PROJECT INFORMATION

Case Number:	Vacation No. 839
Location:	431 & 435 West Hovey Street & 1475 North Campbell Avenue
Total Acres:	0.05 acres
Applicant:	General Council of Assemblies of God
Existing Land Use:	Public alley
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of Vacation case No. 839 as submitted in the staff report (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to vacate a portion of an east/west alley between Hovey Street and Division Street. This is to facilitate the development of the new Pipkin Middle School at this location.

This vacation shall not become effective until the conditions listed in the Staff Analysis and Recommendation section of this report (p. 8) are met. If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right-of-way shall remain.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the City in 1869. The alley was originally platted as part of Hovey's Addition, which was recorded in September of 1891. The eastern terminus of the east-west alley between Division Street and Hovey Street was vacated in 1985.

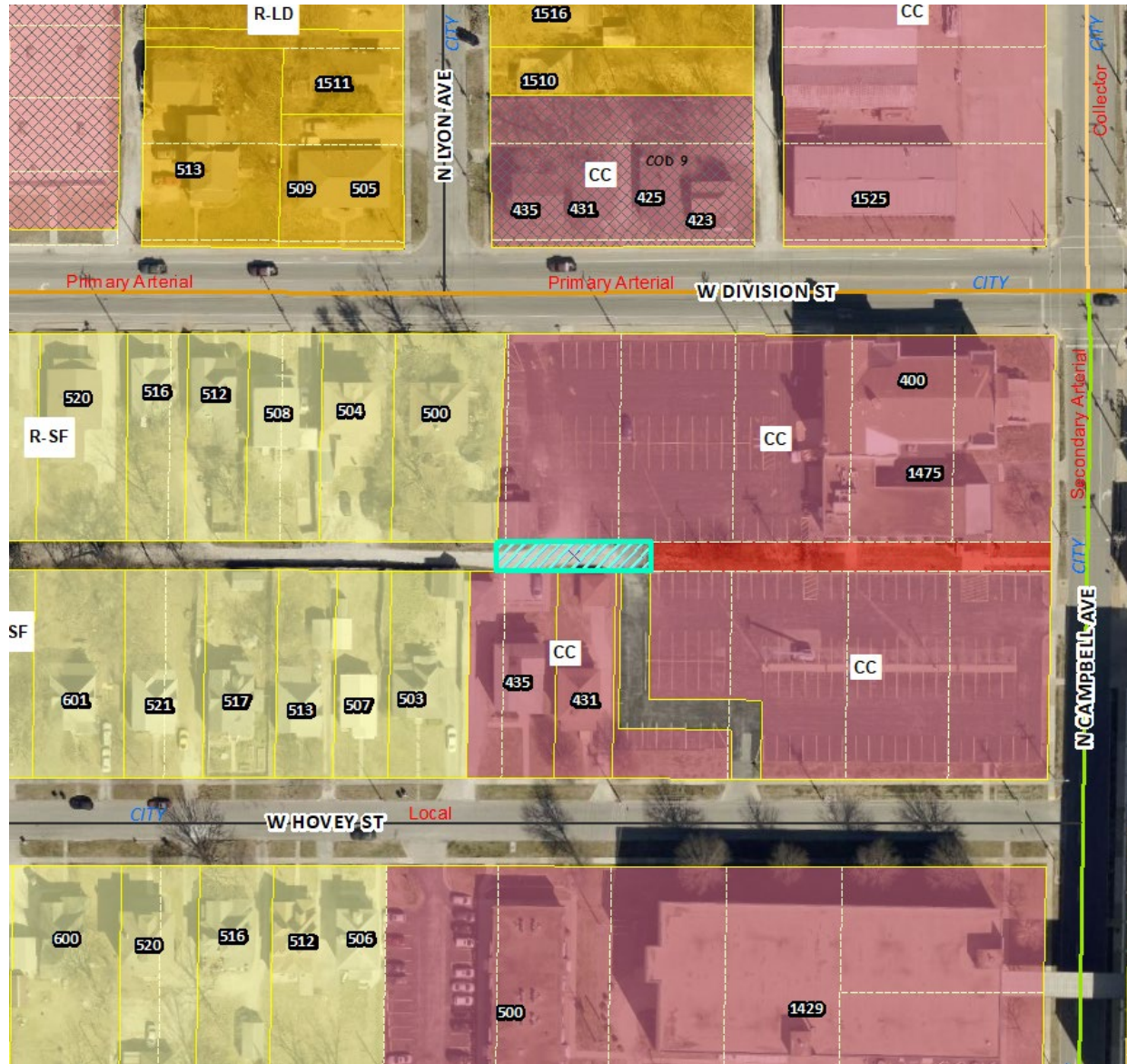
PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-151. - Petition for vacation; notice of proposed vacation.

Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and any person owning property abutting upon any alley, street, common or public square, or any part thereof, may petition the city to vacate all or any part of the alley, street, common or public square, giving a distinct description of the property to be vacated and the names of the owners of the property abutting thereon. A petition to vacate such land shall be filed with the city clerk and referred to the planning and zoning commission for consideration. Thereupon, the planning and zoning commission shall cause notices of the proposed vacation to be posted in at least three prominent places in the vicinity of the area to be vacated and the petitioner shall cause a notice of the proposed vacation to be published in the daily newspaper having the greatest number of paid subscribers in the city at least 30 days prior to the public hearing, which newspaper shall meet the requirements of RSMo 493.050. No vacation shall take place until the petitioner shall have filed with the executive secretary of the planning and zoning commission proof that notice has been given of such vacation as required in this section, except in no event shall the failure of the planning and zoning commission to post the property in any way affect the validity of the vacation, it being intended by the city council that the legal notice for such vacation shall be solely by newspaper advertisement and that other advertisements shall be for informational purposes. In addition to the methods established by this section for notice, the city manager shall endeavor to cause notices of such vacations to be circulated in the area in accordance with rules to be adopted by the city manager, which rules should be filed with the executive secretary of the planning and zoning commission; provided, however, the failure to give such notice shall in no way affect the validity of the vacation.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	CC	CC	Right-of-way
LAND USE	Parking lot	Residential	Parking lot	Right-of-way
PLACETYPES	Institutional & Employment	Center City Neighborhood	Institutional & Employment	Right-of-way

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

AT&T:

Did not respond in allotted review time.

MEDIACOM:

Approved.

CITY UTILITIES:

Existing CU Electric and Springnet fiber facilities will need eventual removal/relocation.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT
DIVISION:

The public sewer still serves the existing church at 1475 N Campbell. The sewer can't be abandoned until this building has been demolished and the property is combined with the properties to the south.

Note that 435 & 431 W Hovey also need to be demolished and combined with the project site in order for the sewer east of existing manhole no. 68 to be abandoned. I believe those two lots were included on the Pre-Dev site plan.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY
DIVISION:

Approved.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY
DIVISION:

Approved.

FIRE DEPARTMENT:

Approved.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

No issues with the proposed vacation. The vacation needs to be contingent on a building permit and/or approval of a final plat. If the proposed development doesn't move forward, we do not support the vacation.

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. Division Street	Primary Arterial	City	50	30	14,293	No	Yes	Yes
Street 2	N. Campbell Avenue	Secondary Arterial	City	35	30	3,047	No	Yes	Yes
Street 3	W. Lynn Street	Local	City	25	25	NA	No	Yes	Yes
Street 4	W. Hovey Street	Local	City	25	25	278	Yes	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification and the accepted traffic study.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one (1) bus stop on Division Street near the property.

IMPROVEMENTS - No improvements are required for this vacation. A traffic study is required at the time of development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

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 **is not applicable because the site is built out**.

PW Stormwater has no concerns for the proposed alley vacation. Please note that development of the property will be subject to the following conditions at the time of development:

DEVELOPMENT REVIEW STAFF REPORT

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

DETENTION AND DISCHARGE REQUIREMENTS

N/A

WATER QUALITY REQUIREMENTS

N/A

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to vacate a portion of an east/west alley between Hovey Street and Division Street. This portion of the alley is adjacent to 431 & 435 West Hovey Street & 1475 North Campbell Avenue.
2. The General Council of Assemblies of God owns all adjacent property and plans to incorporate the vacated right-of-way into its property. This is in preparation of the development of the new Pipkin Middle School at this location.
3. The requested vacation meets the approval criteria listed in Attachment 1.
4. The applicant is requesting to have conditions placed on this request. The conditions ensure that existing utilities be “relocated, abandoned, or preserved with replacement utility easements” and that other City department requirements are met prior to the vacation taking effect. All conditions must be completed within four (4) years of City Council approval, or the vacation is null and void.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal meeting the approval criteria listed in Attachment 1 and that the vacation shall not become effective until the following conditions are met:
 - a. All Sanitary sewer, gas, water, electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.
 - b. A fire apparatus turn around shall be constructed on the east end of Hovey.
 - c. An application for an administrative replat containing all adjacent lots shall be submitted to the Planning and Development Department and subsequently approved.
 - d. Appropriate sight triangles, as determined by ARC, shall be dedicated at the intersections of Division & Campbell and Lynn & Campbell.
 - e. Public improvements, as determined by the accepted TIS, shall be constructed on the perimeter of the site, including closure of driveway approaches not being used and correction of deficiencies in the surrounding sidewalk.

If these conditions are not completed within four (4) years of City Council's approval, the vacation approval is null, and void and the right of way shall remain.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

VACATION APPROVAL CRITERIA

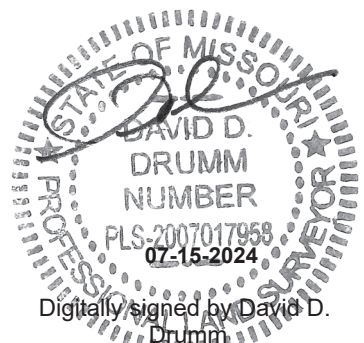
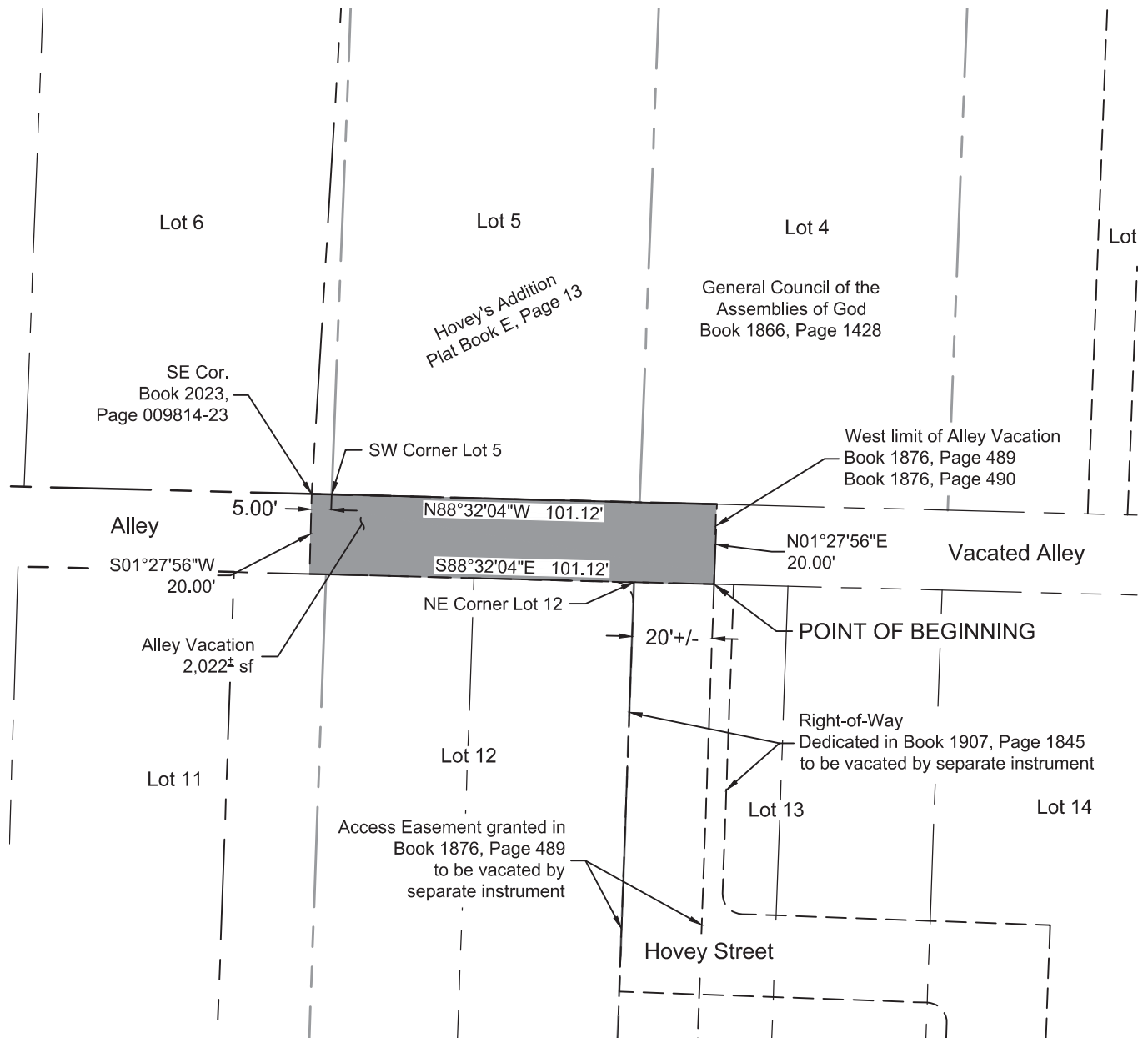
In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access to other public streets.
2.	The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.	All adjacent property owners have consented to the vacation of the right-of-way.
3.	That the retention of the street, alley, public way or subdivision serves no useful purpose.	It has been determined that the retention of the public right-of-way is unnecessary.
4.	That the vacation will not affect the ability to use utilities, public or private.	This vacation area contains public utilities, which must be relocated, abandoned, or placed within an easement prior to the vacation.

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2****Legal Description**

A portion of a platted alley, as shown on the Final Plat of Hovey's Addition to Springfield Missouri, recorded in Plat Book E, at Page 13, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

BEGINNING at a point on the South line of said alley at a point 20 feet East, more or less from the Northeast corner of Lot 12 in said Hovey's Addition, being the Southwest corner of the Consent to Vacate Property as recorded in Book 1876, at Page 489-490 in the Greene County Recorder's Office; thence N01°27'56"E, leaving said South line of alley, and along the West line of said Consent to Vacate Property description, a distance of 20.00 feet, to the North line of said alley; thence N88°32'04"W, along said North line of alley, a distance of 101.12 feet, to the Southeast corner of a tract of land recorded in Book 2023, at Page 009814-23, being 5.00 feet West of the Southwest corner of Lot 5 in said Hovey's Addition; thence S01°27'56"W, leaving said North line of alley, a distance of 20.00 feet, to a point on the South line of said alley; thence S88°32'04"E, along said South line, a distance of 101.12 feet, to the POINT OF BEGINNING, containing 2,022 square feet, more or less, and subject to easements and restrictions of record.

ATTACHMENT 3



This sketch is not a boundary survey. It is intended to show the configuration of a permanent drainage esmt. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

Date: 2024.07.15 09:24:43-05'00'

Project no: 023-00342
 Drawn by: DDD
 Date: 07/12/24

RIGHT-OF-WAY ALLEY
 VACATION
 SPRINGFIELD SCHOOL DIST.

olsson

Olsson Associates, Inc. Survey MO
 Certificate of Authority #LC366
 550 St. Louis Street
 Springfield, MO 65806
 TEL 417.890.8802 FAX 417.890.8805

EXHIBIT
B

ATTACHMENT 4
NEIGHBORHOOD MEETING SUMMARY

1. Request to vacate: Portion of W. Hovey Street

(subject address)
2. Meeting Date & Time: September 18, 2024
3. Meeting Location: Springfield Public Schools General Services Center
4. Number of invitations that were sent: 95
5. How was the mailing list generated: City Staff
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:

See below comments and plans to address/continue coordination with neighbors.

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

No written comments have been received as of 09/25/2024.

1.) Luis Larriu

No major concerns presented at meeting. Was more interested in the development plans in relationship to his property. Discussed standard city buffer & lighting requirements.

2.) Charlie Winger

No major concerns presented at meeting. Was excited about the project and interested in the proposed development plans.

3.) Kenneth Lane

No major concerns with the proposed vacations. He expressed some concerns with the proposed development. Expressed potential concerns with on-street parking along Lynn and site lighting. Discussed standard city parking & lighting requirements.

Neighborhood Meeting

PIPKIN MIDDLE SCHOOL

SEPTEMBER 18, 2024

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Barbara Larrin	600 W. Hovey St.	417 425-1195
Luis Larrin	11	11
Charlie Winger	625 W. Hovey	417-207-6695
Melissa Winger	1706 E. Turner	417-840-0591
Willadean Lane	601 W. Lynn	417-865-3205
Kenneth Lane	"	"



EXPLANATION TO COUNCIL BILL 2024-229 (JENSON)

FILED: 10/15/2024

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 5.4 acres of property generally located at 817 West El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District, with Conditional Overlay District 214, to O-1, Office District; establishing Conditional Overlay District No. 261; and adopting an updated Official Zoning Map. (By: Ridge HZ55, LLC; 817 West El Camino Alto Drive; Z-26-2024 with Conditional Overlay District No. 261).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District with COD 214 to O-1, Office District and establishing Conditional Overlay District No. 261. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-26-2024/ CONDITIONAL OVERLAY DISTRICT NO. 261

The applicant is requesting to rezone the subject property generally located at 817 W. El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District with COD 214 to O-1, Office District and establishing Conditional Overlay District No. 253. The applicant intends to develop a senior living facility.

REMARKS: The Planning and Zoning Commission held a public hearing on October 10, 2024, and recommended to approve, by a vote of 5 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 within the City Corridor placetype.

2. The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways

with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services. The proposed office district would permit the proposed senior living facility development which is a support service use in this placetype.

3. The O-1 Office District is intended to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.

4. The proposed Conditional Overlay District will provide additional buffering and height restrictions to the single-family neighborhood to the west. Certain use limitations are also included in the COD. These are similar restrictions that are in the current COD No. 214.

5. The applicant is not proposing any changes to the existing gate between Quail Creek Subdivision and Ward Branch Subdivision. The gate is located in public right-of-way and is controlled and maintained by Public Works.

6. The subject property is located along El Camino Alto and Buena Vista which are classified as collector roadways.

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.

8. There are no known changing conditions in the area affected that make the proposed rezoning necessary.

9. The range of uses in the proposed O-1 district and COD are compatible with the uses permitted on other property in the immediate vicinity and in the City Corridor placetype.

10. 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.

11. 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. This property and others in the Ward Branch Subdivision have been provided with streets and infrastructure to support the proposed development as required by a traffic study.



12. 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.

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

STAFF RECOMMENDATION: Staff recommends approval of the rezoning request based on its compatibility with the Comprehensive Plan's City Corridor Placetype.

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 10/25/2024

Attachments:

1. Z-26-2024 COD 261 - 817 West El Camino Alto Drive
2. Z-26-2024 COD 261_exh A
3. Z-26-2024 COD 261_exh B
4. Z-26-2024 COD 261_exh C
5. Z-26-2024 COD 261_exh D

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 10-29-24

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-229

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 5.4 acres of property generally located at 817 West El Camino Alto
4 Drive from R-LD, Low-Density Multi-Family Residential District, with
5 Conditional Overlay District 214, to O-1, Office District; establishing
6 Conditional Overlay District No. 261; and adopting an updated
7 Official Zoning Map.
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 817 West El Camino Alto Drive from R-LD, Low-Density Multi-
12 Family Residential District with Conditional Overlay District 214, to O-1, Office District,
13 and establishing Conditional Overlay District No. 261; and
14

15 WHEREAS, Conditional Overlay District No. 261 shall modify the requirements of
16 the Springfield Land Development Code Section 36-400, Office District, by requiring that
17 the property described in "Exhibit B" comply with the requirements described in "Exhibit
18 A," both attached hereto and incorporated herein by this reference; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on October 10, 2024, a copy of the Record of Proceedings from said
22 public hearing being attached hereto and incorporated herein by this reference as
23 "Exhibit C," and said Commission made its recommendation of approval with a vote of 5
24 to 0; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application, which is attached hereto and incorporated herein by
28 this reference as "Exhibit D"; and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with the law.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B" is hereby rezoned from R-LD,
37 Low-Density Multi-Family Residential District with Conditional Overlay District 214, to O-
38 1, Office District, with Conditional Overlay District No. 261. Springfield Land
39 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
40 hereby amended, changed, and modified consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 261,
43 which shall contain the requirements and standards provided in "Exhibit A." The
44 requirements of Conditional Overlay District No. 261 shall modify the requirements of
45 the Springfield Land Development Code Section 36-400, Office District, by requiring the
46 property described in "Exhibit B" to comply with the requirements contained in "Exhibit
47 A."

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: Laura Vales, Assistant City Attorney

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

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-26-2024 COD 261

The requirements of Section 36-420. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. A type C bufferyard, following section 36-482, Landscaping and bufferyards, of Zoning Ordinance will be placed on the west property line with a six-foot wood privacy fence. This bufferyard must include an additional six evergreen trees for every 100 feet of bufferyard length, for a total of eight evergreen trees per 100 feet of length.
2. All structures within 400 feet of the west property line shall be limited to a maximum height of one story above finished grade.
3. No community amenities – including but not limited to pools, dog walks, trash dumpsters or other common space – shall be permitted within 100 feet of the west property line.

EXHIBIT B
LEGAL DESCRIPTION

ALL OF LOT THREE (3), FINAL PLAT OF THE RIDGE AT WARD BRANCH-PHASE 2,
A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI
ACCORDING TO THE FINAL PLAT IN PLAT BOOK AAA, AT PAGE 685, FILED IN
THE RECORDER'S OFFICE, GREENE COUNTY, MISSOURI.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 10, 2024

Z-26-2024 COD 261
817 West El Camino Alto Drive
Applicant: Ridge HZ55, LLC

Mr. Colony recused himself.

Mr. Neal stated that this is a request to rezone approximately 5.4 acres of property from R-LD, Low-Density Multi-Family Residential District with COD 214 to O-1, Office District and establishing Conditional Overlay District No. 261.

Mr. Dave Bodeen 304 W. Erie stated that this was originally denied (Z-17-2024) when presented at City Council on August 19, 2024 due to questions regarding buffer yards, however they have reapplied. He noted that they had 9 households attending the neighborhood meeting and the majority where in favor of the rezoning.

Mr. Pauly asked if he knows why City Council denied the original zoning application and about the maintenance of the buffer yard.

Mr. Bodeen noted that they had absent members on the Council, and one Council member objected to how buffer yards are maintained in general and the zoning request did not have enough votes to pass council. He stated that this developer wants to provide a quality product and will maintain the upkeep of the property.

Mr. Knuckles asked about voting, the majority and quorum.

Ms. Vales stated that the legal department has interpreted that as the majority of the entire board, and that was how it was interpreted at city council, however if there were any concerns she would look into that issue.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-26-2024 COD 261; Commissioner Doennig seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Pauly, Commissioner Knuckles, and Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None. Mr. Colony recused himself.



Bob Hosmer, AICP
Planning Manager

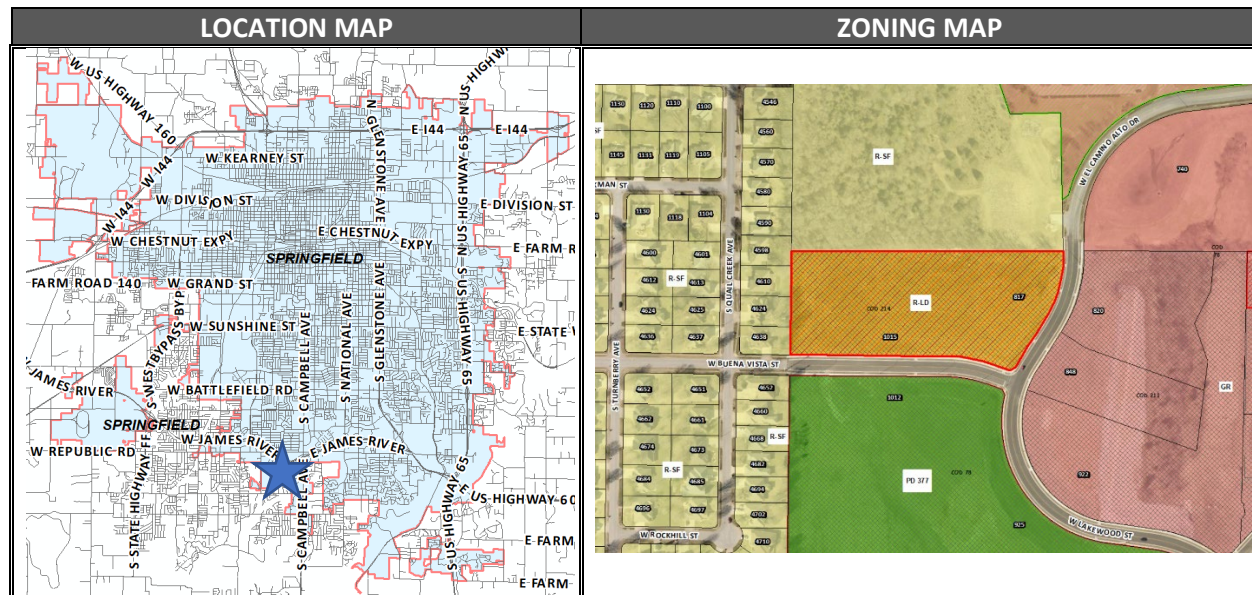


DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-26-2024 with Conditional Overlay District No. 261
Location:	817 West El Camino Alto Drive
Total Acres:	5.4 acres
Applicant:	Ridge HZ55, LLC
Existing Land Use:	Vacant/undeveloped
Neighborhood Meeting:	September 17, 2024
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-26-2024 with Conditional Overlay District No. 261 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 5.4 acres of property generally located at 817 W. El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District with COD 214 to O-1, Office District and establishing Conditional Overlay District No. 261.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

This subject property had been zoned O-1, Office District with COD 78 since the property was preliminary platted in 2018; however, it was rezoned to R-LD with COD 200 in 2021 and rezoned to R-LD with COD 214 in 2022.

DEVELOPMENT REVIEW STAFF REPORT

Recently, this property was unanimously recommended for approval to be rezoned from R-LD with COD 214 to O-1 with COD 253 by Planning and Zoning Commission and denied by City Council at its meeting on August 19, 2024. On September 9, 2024, a resolution to initiate the same rezoning application was approved by City Council.

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 O-1 DISTRICT
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities and day care activities shall be conducted entirely within a completely enclosed building. (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 that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Minimum Lot Size	Not applicable to the O-1 District

DEVELOPMENT REVIEW STAFF REPORT

Maximum Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Bulk Plane	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum Yard Requirements	1. <i>Front yard:</i> 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. 2. <i>Side yards:</i> Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. 3. <i>Rear yards:</i> Twenty percent of the lot depth but may not be less than ten feet nor more than 25 feet be required.
Minimum Open Space	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). 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 section 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) All outdoor storage and 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.

DEVELOPMENT REVIEW STAFF REPORT

	(f) Lighting shall be designed to reflect away from any adjacent or nearby 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	Whenever any development in an O industrial commercial 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 *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within 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.

Primary Land Uses:

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

Supporting Land 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

Characteristics

TRANSPORTATION & INFRASTRUCTURE

DEVELOPMENT REVIEW STAFF REPORT

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

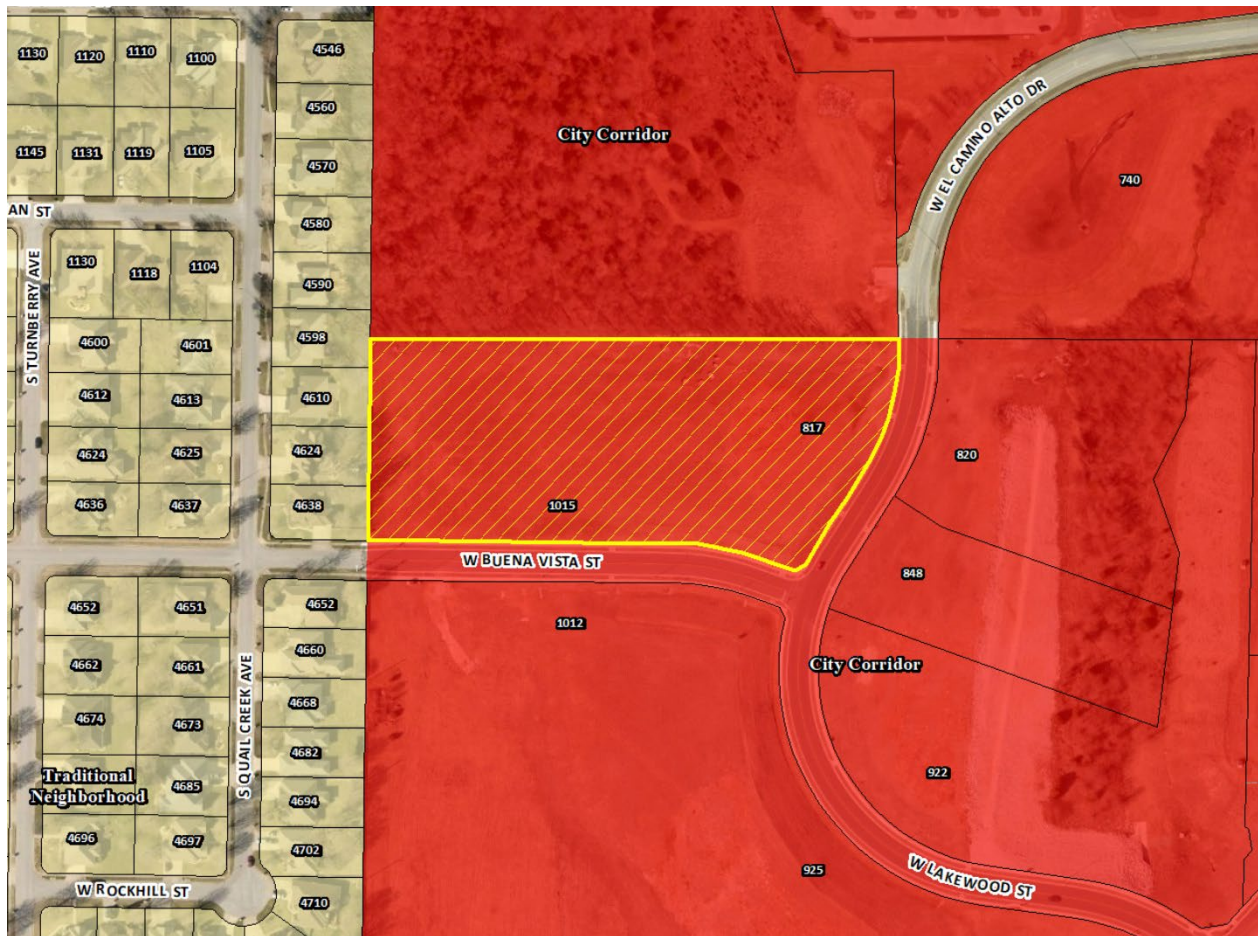
TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.

DEVELOPMENT REVIEW STAFF REPORT

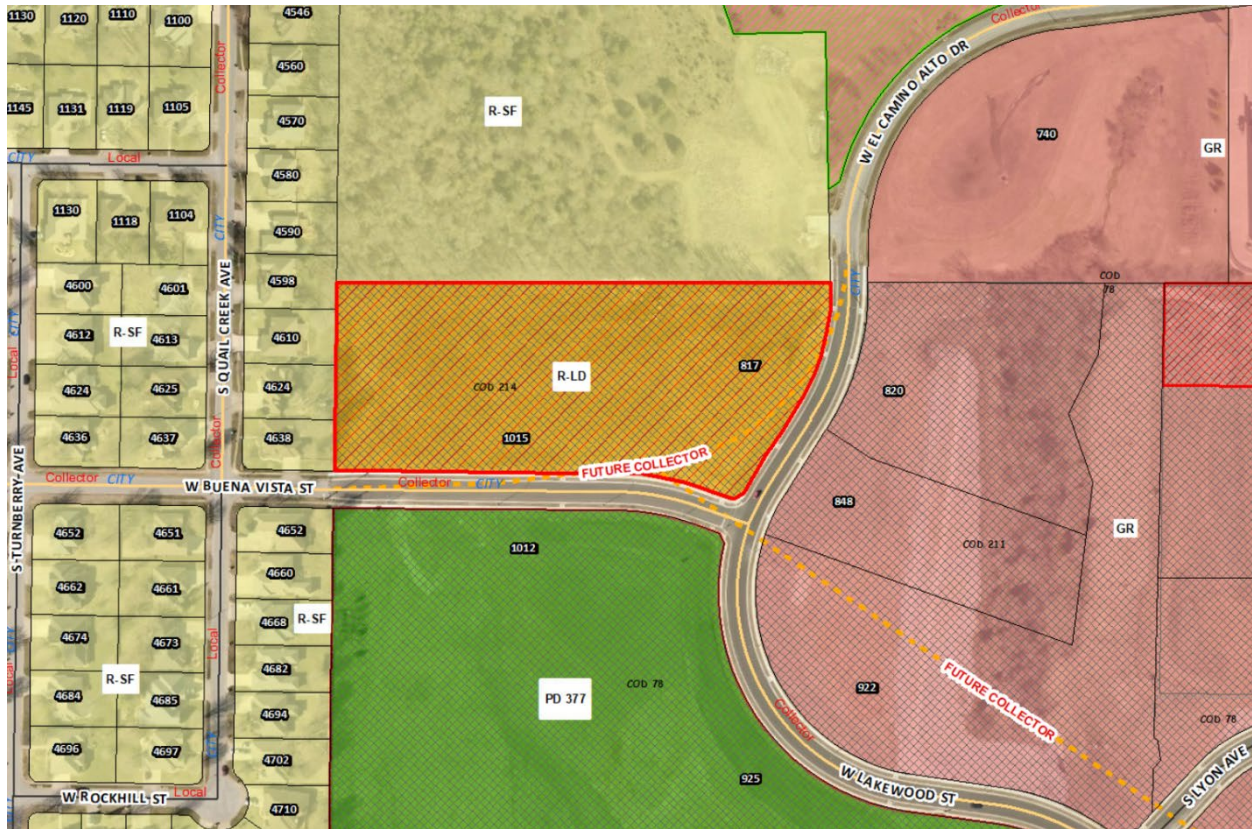
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

FUTURE PLACETYPE MAP:



DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	PD 377	GR	R-SF
LAND USE	Vacant/undeveloped	Vacant/undeveloped	Personal Service uses	Single-family residential uses
PLACETYPES	City Corridor	City Corridor	City Corridor	Traditional Neighborhood

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed rezoning.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

DEVELOPMENT REVIEW STAFF REPORT

- a. No issues with rezoning. Property has access to public sewer.
4. FIRE DEPARTMENT:
No comments.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The property is in the **Ward 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 **is not applicable because detention is already provided**.

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 has already been completed as part of the Public Improvement Project for the Third Ridge at Ward Subdivision (2018PW0065).

WATER QUALITY REQUIREMENTS

1. 2018PW0065 did not construct a Water Quality Stormwater Control Measure. At the time of development Water Quality must be constructed.
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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

DEVELOPMENT REVIEW STAFF REPORT

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

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	W. El Camino Alto Drive	Collector	City	30	30	NA	No	Yes	Yes
Street 2	W. Buena Vista Street	Collector	City	30	30	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - The Ward Branch Greenway Trail is near the property. There are no bus stops near the property.

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

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 5.4 acres of property generally located at 817 W. El Camino Alto Drive from R-LD, Low-Density Multi-Family Residential District with COD 214 to O-1, Office District and establishing Conditional Overlay District No. 261. The applicant intends to develop a senior living facility.
2. The O-1 Office District is intended to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.

DEVELOPMENT REVIEW STAFF REPORT

3. The proposed Conditional Overlay District will provide additional buffering and height restrictions to the single-family neighborhood to the west. Certain use limitations are also included in the COD. These are similar restrictions that are in the current COD No. 214.
4. The applicant is not proposing any changes to the existing gate between Quail Creek Subdivision and Ward Branch Subdivision. The gate is located in public right-of-way and is controlled and maintained by Public Works.
5. The subject property is located along El Camino Alto and Buena Vista which are classified as collector roadways.
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 no known changing conditions in the area affected that make the proposed rezoning necessary.
8. The range of uses in the proposed O-1 district and COD are compatible with the uses permitted on other property in the immediate vicinity and in the City Corridor placetype.
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. This property and others in the Ward Branch Subdivision have been provided with streets and infrastructure to support the proposed development as required by a traffic study.
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.
13. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).
14. The applicant held a neighborhood meeting on June 18, 2024, regarding the rezoning request. A summary of the meeting is attached (Attachment 2).
15. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* City Corridor Placetype.

PLANNING AND ZONING OPTIONS:

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

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

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Conditional Overlay District No. 261

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. A type C bufferyard, following section 36-482, Landscaping and bufferyards, of Zoning Ordinance will be placed on the west property line with a six-foot wood privacy fence. This bufferyard must include an additional six evergreen trees for every 100 feet of bufferyard length, for a total of eight evergreen trees per 100 feet of length.
2. All structures within 400 feet of the west property line shall be limited to a maximum height of one story above finished grade.
3. No community amenities – including but not limited to pools, dog walks, trash dumpsters or other common space – shall be permitted within 100 feet of the west property line.

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

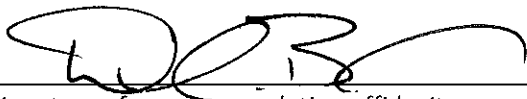
1. Request change to zoning from: R-LD w/ COD to O1 w/ COD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 9-17-24 4:00 - 6:30
3. Meeting Location: 817 W. El Camion Alto St.
4. Number of invitations that were sent: 84
5. How the mailing list was generated: Provided by City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 8
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).

1. The property owner to the west of the northwest corner of the site asked if her entire back fence line would be replaced. I indicated that I would coordinate that with the owner to try to make that happen.

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

None

I, DAVID BODEEN (print name), attest that the neighborhood meeting was held on 9-17-24 (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

DAVID BODEEN
Printed name of person completing affidavit

Attachment 2



EXPLANATION TO COUNCIL BILL 2024-230 (HOSMER)

FILED: 10/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of stormwater infrastructure on Pacific Street from Colgate Avenue to Golden Avenue in the amount of \$477,924.14; amending the Fiscal Year 2024-2025 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

PURPOSE: Authorizing the City Manager, or designee, to enter into an agreement with the Missouri Department of Natural Resources ("Exhibit A") for the purpose of accepting American Rescue Plan Act ("ARPA") federal grant funds in an amount not to exceed \$477,924.14 to support stormwater infrastructure construction on Pacific Street from Colgate Avenue to Golden Avenue; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$477,924.14 to appropriate the federal grant funds, and amending the Fiscal Year 2024-2025 budget of the Department of Environmental Services ("ES") in the amount of \$40,000 to appropriate reserves of the ES Clean Water Green Infrastructure Fund for construction; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

BACKGROUND INFORMATION: Resolution 10636 authorized the City to apply for the State ARPA Water Infrastructure Community Grant Program on June 13, 2022. The objective of the project is to provide stormwater infrastructure along Pacific Street and provide safe passage for pedestrians and vehicles. The project will upgrade and install stormwater infrastructure featuring concrete curb and gutter, stormwater inlets, stormwater pipe, and a bioretention basin. Additionally, there will be sidewalk and driveway replacements to enhance accessibility and safety.

REMARKS: The requested budget adjustment of \$517,924.14 will budget \$477,924.14 of ARPA federal grant funds and \$40,000 of ES Clean Water Green Infrastructure Fund reserves to provide funding for the construction and contingency if needed. Additional funding of this project of \$103,706.86 is being provided by the 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax and is already budgeted.

Supports the following City Council Priorities:



- Public Safety
- Fiscal sustainability
- Quality of Place

As this Council bill is for a state grant contract for federal funds, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

RECOMMENDATION: Public Works and Environmental Services recommends approval of this Council bill and budget adjustment.

Submitted By: Dan Smith, Director of Public Works

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

Maurice S. Jones, Deputy City Manager 10/25/2024

Attachments:

1. Pacific ARPA Stormwater Agreement_Ord
2. Pacific ARPA Stormwater Agreement_ExhA
3. Pacific ARPA Stormwtaer AgreementBA_ExhB

of \$477,924.14, a true and accurate copy of said Financial Assistance Agreement being attached hereto and incorporated as "Exhibit A," and the same is hereby approved.

Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 028, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

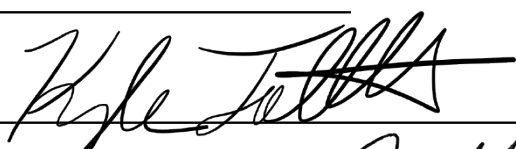
Section 5 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

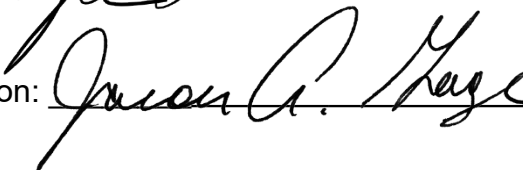
Approved for Council action:  _____, City Manager

Exhibit A



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME CITY OF SPRINGFIELD		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (417)864-1932	
ADDRESS 840 N BOONVILLE AVE		CITY SPRINGFIELD	STATE MO ZIP CODE 65802
UNIQUE ENTITY ID 126562	AWARD NUMBER	BUDGET PERIOD	PROJECT PERIOD
RECIPIENT PROJECT MANAGER NAME NICHOLAS EDELMAN		RECIPIENT PROJECT EMAIL ADDRESS NICHOLAS.EDELMAN@SPRINGFIELDMO.GOV	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (417)864-1932
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☒			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☒			

PROJECT INFORMATIONRECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☒ State ☐ Other ☐	CFDA NUMBER 21.027	CFDA NAME Coronavirus State and Local Fiscal Recovery Funds
STATE PROJECT MANAGER NAME		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE	INDIRECT COST RATE FOR RECIPIENT 0%
RESEARCH AND DEVELOPMENT YES ☐ NO ☒	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 477,924.14	79 %	\$	NaN %	\$	NaN %
State/Other Award:	\$	NaN %	\$	NaN %	\$	NaN %
Recipient Match:	\$ 127,043.13	21 %	\$	NaN %	\$	NaN %
Total Award:	\$ 604,967.27	100 %	\$ 0	0 %	\$ 0	0 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES		APPLICATION NUMBER		RECIPIENT APPLICATION, AS NEGOTIATED, DATED	
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # 3 Attachment # 4	

AMENDMENT INFORMATIONAMENDMENT ID AMENDMENT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))**FEDERAL AWARD INFORMATION** ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

FEDERAL AWARING AGENCY United States Department of Treasury	FEDERAL AWARD ID NUMBER 073134579	PASS THROUGH ENTITY NAME MoDNR, and State of Missouri, Office of Administration
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 7/28/21	INDIRECT COST RATE FOR MoDNR 0 %
TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80		

APPROVAL

I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.

RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE

780-2664 (6-22)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	416010	103358	00000	\$477,924.14	American Rescue Plan Act (ARPA) Federal Grant Revenues through Missouri Department of Natural Resources
Net Revenue Adjustment						\$477,924.14	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	509110	103358	00000	\$477,924.14	Pacific Street from Colgate Avenue to Golden Avenue Stormwater Infrastructure Improvements
53300	08	33520	509110	103358	00000	40,000.00	Pacific Street from Colgate Avenue to Golden Avenue Green Infrastructure Improvements
Net Expenditure Adjustment						\$517,924.14	

Fund Balance Appropriation:

Fund		Title	Amount
53300	08	ES Green Infrastructure Fund	(\$40,000.00)

Explanation: To amend the FY2024-25 budget by appropriating \$477,924.14 of federal ARPA grant funds and \$40,000.00 of ES Clean Water Green Infrastructure fund balance reserves for the Pacific Street from Colgate Avenue to Golden Avenue improvement project.

Requested By:

Dan Smith October 29, 2024
Department Head Date

Approved By:

DJ Hill October 29, 2024
Director of Finance Date

Authorization:

Council Bill No. 2024-230
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-231 (HORTON)

FILED: 10/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for the American Rescue Plan Act Sidewalk and Stormwater Improvements to West Pacific Street from North Golden Avenue to Colgate Avenue Project; accepting the bid of \$604,967.27, from Radmacher Brothers Excavating Co. for construction of the Project; authorizing the City Manager, or designee, to enter into an agreement with such bidder; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

PURPOSE: Approving the plans and specifications for ARPA Sidewalk and Stormwater Improvements to West Pacific Street from Golden Avenue to Colgate Avenue, accepting the bid of Radmacher Brothers Excavating Co., Inc., for construction of the ARPA Sidewalk and Stormwater Improvements to West Pacific Street from Golden Avenue to Colgate Avenue ("Exhibit A") authorizing the City Manager, or designee, to enter a contract ("Exhibit B") with such bidder, and declaring that this Bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project consists of installation of a new concrete box culvert along Pacific and crossing Golden Avenue. Additionally, the project includes installation of sidewalk, a new bioretention basin, and pavement repairs and replacement.

Bids were solicited for this project by advertising in the *Daily Events* from September 6, 2024, through September 10, 2024. Bids were opened for the project at 10:30 a.m. on October 8, 2024, with the following bids received:

<i>Contractor</i>	<i>Total Bid</i>
Radmacher Brothers Excavating Co., Inc.	\$604,967.27
Hartman and Company, Inc	\$754,014.00
JD Wallace Contracting, LLC	\$1,119,325.00
<i>Engineer's Estimate</i>	<i>\$933,436.70</i>



The low bid, if accepted, will be funded via multiple sources. The project includes \$477,924.14 in American Rescue Plan Act ("ARPA") funds through the Missouri Department of Natural Resources, \$23,336.27 from the Department of Environmental Services ("ES") Clean Water Green Infrastructure Fund and \$103,706.86 from the 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax. The 1/4-cent and the 1/8-cent funds are already budgeted. The ARPA federal grant and the ES funds are being budgeted in a separate Council bill.

Supports the following City Council Priorities:

- Public Safety
- Fiscal sustainability
- Quality of Place

As this Ordinance authorizes the acceptance of a bid and entering into a contract with the successful bidder, we request that it be passed as a one-reading bill under City Charter Section 2.16(25)

REMARKS: Public Works and Environmental Services recommends acceptance of the bid of Radmacher Brothers Excavating Co., Inc., as the lowest responsible bid and passage of this ordinance.

Submitted By: Dan Smith, Director of Public Works

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

Maurice S. Jones, Deputy City Manager 10/25/2024

Attachments:

1. Pacific ARPA Stormwater Bid_ord
2. Pacific ARPA Stormwater BidMap_ExhA
3. Pacific ARPA Stormwater BidAgree_ExhB

One-rdg. X
P. Hrngs.
Pgs. 12
Filed: 10-29-24

Sponsored by: Horton

First Reading: Second Reading:

COUNCIL BILL 2024-231 SPECIAL ORDINANCE

AN ORDINANCE

1 APPROVING the plans and specifications for the American Rescue Plan Act
2 Sidewalk and Stormwater Improvements to West Pacific Street from
3 North Golden Avenue to Colgate Avenue Project; accepting the bid of
4 \$604,967.27, from Radmacher Brothers Excavating Co. for
5 construction of the Project; authorizing the City Manager, or designee,
6 to enter into an agreement with such bidder; and declaring that this
7 Ordinance qualifies for approval in one reading pursuant to Section
8 2.16(25) of the City Charter.
9 _____

10
11 WHEREAS, the City desires to perform sidewalk and stormwater improvements
12 in the area depicted on “Exhibit A,” which is attached hereto and incorporated herein by
13 this reference, specifically installation of a new concrete box culvert along West Pacific
14 Street and crossing North Golden Avenue, installation of sidewalk, a new bioretention
15 basin, and pavement repairs and replacement (hereinafter “Project”); and
16

17 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
18 *Events* from September 6, 2024, to September 10, 2024, and bids were opened on
19 October 8, 2024; and
20

21 WHEREAS, Radmacher Brothers Excavating Co. is the lowest responsive and
22 responsible bidder for the Project.
23

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

27 Section 1 – City Council hereby approves the plans and specifications for the
28 American Rescue Plan Act (“ARPA”) Sidewalk and Stormwater Improvements Project
29 along West Pacific Street, from North Golden Avenue to Colgate Avenue, and accepts
30 the bid of Radmacher Brothers Excavating Co. for said Project, at the price and sum not
31 to exceed \$604,967.27, contingent to the availability of appropriated funds.
32

33 Section 2 – The City Manager, or designee, is hereby authorized to enter into an
34 agreement with said bidder for such work, said agreement to be in substantially similar
35 form to the document attached hereto, and incorporated herein by this reference, as
36 “Exhibit B,” in accordance with the terms of the bid, the plans, and the specifications,
37 provided such agreement is in a form approved by the City Attorney.
38

39 Section 3 – All workers performing work under the contract shall be paid a wage
40 of no less than the prevailing hourly rate of wages for work of a similar character in this
41 locality or the public works contracting minimum wage, whichever is applicable.
42 Contractor shall fully comply with the provisions and requirements of the Missouri State
43 Prevailing Wage Law. Contractors and any subcontractor performing work under this
44 contract must provide a 10-hour OSHA construction safety training program, or similar
45 program approved by the Department of Labor, for on-site employees, unless
46 employees demonstrate they previously completed the program.
47

48 Section 4 - City Council hereby finds and declares that this Ordinance may be
49 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
50 acceptance of a bid and entry into a contract with the successful bidder. This Ordinance
51 shall be in full force and effect from and after passage.
52

53 Passed at meeting: _____
54

55
56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63
64 Approved as to form:  _____, Assistant City Attorney
65

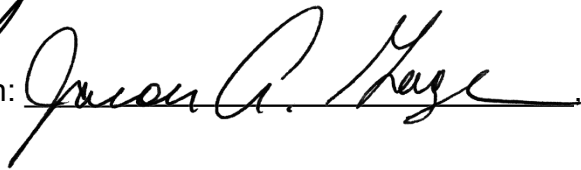
66
67 Approved for Council action:  _____, City Manager

Exhibit A



City of Springfield, Missouri GIS

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1932 FAX: (417) 864- 1983 ATTN: DEPT.: PUBLIC WORKS		NAME: RADMACHER BROTHERS EXCAVATING CO., INC. ADDRESS: 2201 NORTH 7 HIGHWAY, SUITE B PLEASANT HILL, MO 64080 PHONE: 816-540-3614 FAX: 816-540-4444 ATTN: ROBERT C. RADMACHER	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

ARPA SIDEWALK AND STORM WATER IMPROVEMENTS W. PACIFIC STREET FROM GOLDEN AVE TO COLGATE AVE

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works between 14 and 270 days after the date of this contract as agreed to.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

g. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. **Performance, Labor, and Materials Payment Bond:** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$604,967.27 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and

material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$2,300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate

to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

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

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Six Hundred Four Thousand Nine Hundred Sixty-Seven Dollars and 27 Cents (\$604,967.27)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such

compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

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

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

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

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

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

27. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

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

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

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee



EXPLANATION TO COUNCIL BILL 2024-232 (HARDINGER)

FILED: 10/18/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into a Master Equipment Lease Purchase Agreement and related Schedule of Equipment, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2024-2025 in the amount of \$685,940.

PURPOSE: Authorizing the City Manager, or designee, to enter into Schedule of Equipment No. 1, and the Master Equipment Lease Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc., the proceeds of which will be used to pay the cost of acquiring and installing equipment for the City's Parks Department and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2024-2025 in the amount of \$685,940.

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

The proceeds of Schedule of Equipment No. 1 will be used to purchase equipment (vehicles, mowers, trailers, HVAC units, ice skate inventory, exercise equipment and other specialized equipment) for Parks and Golf.

The transaction will be financed by U.S. Bank (the City's new depository bank) under a new Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 3.94%. This is a five-year financing with quarterly payments.

Submitted By: David Holtmann, Director of Finance

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

Collin Quigley, Deputy City Manager 10/29/2024

Attachments:

1. Parks Annual Lease 2024
2. Exhibit 1 to Ordinance-Master Equipment Lease Purchase Agmt

3. Exhibit 2 to Ordinance-Schedule of Equipment No 1
4. Exhibit 3 to Ordinance-Escrow Agreement
5. Exhibit 4 to Ordinance-Federal Tax Certificate
6. 029 Parks Annual Lease

One-rdg. _____
P. Hrngs. _____
Pgs. 75
Filed: 10-29-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-232

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, through the City Manager, or
2 designee, to enter into a Master Equipment Lease Purchase
3 Agreement and related Schedule of Equipment, the proceeds of which
4 will be used to pay the costs of acquiring and installing equipment for
5 the City's Parks Department and to do all things necessary to carry out
6 the lease-purchase transaction, including the execution of certain
7 documents in connection therewith; and amending the budget of the
8 City for Fiscal Year 2024-2025 in the amount of \$685,940.

9 _____
10
11 WHEREAS, the City of Springfield, Missouri (the "City") desires to obtain funds to
12 pay the costs of acquiring and installing equipment for the Parks Department (as further
13 described herein, the "Equipment"); and

14
15 WHEREAS, the Finance Department has obtained a competitive rate quotation
16 for the financing; and

17
18 WHEREAS, the Equipment will be acquired and installed in accordance with the
19 City's Purchasing Manual; and

20
21 WHEREAS, financing the Equipment through a tax-exempt master lease program
22 with U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor") will allow the
23 City to finance the Equipment at a favorable interest rate, and from time to time lease
24 certain other equipment on a tax-exempt basis from the Lessor pursuant to schedules of
25 equipment thereto, on a year-to-year basis with an option to purchase the Lessor's
26 interest in such equipment; and

27
28 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring
29 and installing the Equipment, it is necessary and desirable for the City to take the
30 following actions:
31

1. Enter into a Master Equipment Lease Purchase Agreement, in substantially the form attached hereto as "Exhibit 1" (the "Master Lease") with U.S. Bancorp Government Leasing and Finance, Inc., the party determined by the City to have submitted the most favorable proposal in response to the City's request (the "Lessor"), pursuant to which the City, as lessee, will from time to time lease certain equipment from the Lessor pursuant to Schedules of Equipment thereto, on a year-to-year basis with an option to purchase the Lessor's interest in such equipment;
2. Enter into Schedule of Equipment No. 1 to the Master Lease (which incorporates the terms and conditions of the Master Lease), in substantially the form attached hereto as "Exhibit 2" ("Schedule No. 1"), with the Lessor (the party determined by the City to have submitted the most favorable proposal in response to the City's request), pursuant to which the City, as lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor's interest in the Equipment;
3. If determined to be necessary by the City, enter into an Escrow Agreement relating to Schedule No. 1 in substantially the form attached hereto as "Exhibit 3" (the "Escrow Agreement") with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 1 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 1; and
4. Execute and deliver a Federal Tax Certificate relating to Schedule No. 1 in substantially the form attached hereto as "Exhibit 4" (the "Tax Certificate"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of Schedule No. 1.

(The Master Lease, Schedule No. 1, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the "City Documents"); and

WHEREAS, the maximum annual payments for Schedule No. 1 for the Equipment are appropriated in the Fiscal Year 2024-2025 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 1; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2024-2025 for the acquisition and installation of the Equipment has been recommended and approved by the City Manager.

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

77 Section 1 – The financing of the Equipment is hereby approved, with the final
78 terms to be set forth in the City Documents upon the execution thereof, and the
79 signature of the City Manager shall constitute conclusive evidence of the City Manager’s
80 approval thereof and the City’s approval thereof.

81
82 Section 2 – The City Manager, or designee, is hereby authorized to sign and
83 execute, for and on behalf of the City, the City Documents substantially in the form and
84 content as those attached hereto and incorporated herein by reference as “Exhibit 1,”
85 “Exhibit 2,” Exhibit 3” and “Exhibit 4” with such changes therein as shall be consistent
86 with the terms of this Ordinance and as are approved by the City Manager, the City
87 Manager’s signature thereon being conclusive evidence of approval thereof. The City
88 Clerk is hereby authorized to affix the City’s Seal to the City Documents, if necessary,
89 and attest said Seal.

90
91 Section 3 – The obligation of the City to pay Rental Payments (as defined in the
92 Master Lease) under Schedule No. 1 is subject to annual appropriation and will
93 constitute a current expense of the City and will not in any way be construed to be an
94 indebtedness or liability of the City in contravention of any applicable constitutional,
95 charter or statutory limitation or requirement concerning the creation of indebtedness or
96 liability by the City, nor will anything contained in Schedule No. 1 constitute a pledge of
97 the general tax revenues, funds or moneys of the City, and all provisions of Schedule
98 No. 1 will be construed so as to give effect to such intent.

99
100 Section 4 – The City Council hereby amends the budget for the City for Fiscal
101 Year 2024-2025 in the accounts and in the amounts as shown on Budget Adjustment
102 029, a copy of which is attached hereto and incorporated herein by reference as “Exhibit
103 5.”

104
105 Section 5 – The City Council hereby finds that the budget adjustment made
106 above has been recommended by the City Manager. The City Council hereby directs
107 the City Manager to cause the appropriate accounting entries to be made in the books
108 and records of the City.

109
110 Section 6 – The officers of the City, including the City Manager, Finance Director,
111 City Attorney, and the City Clerk, are hereby authorized and directed to execute all
112 documents and take such actions as they may deem necessary or advisable and are
113 consistent with the intent of this Ordinance in order to carry out and perform the
114 purposes of this Ordinance and to make any changes or additions to the foregoing
115 agreements, statements, instruments and other documents herein approved, authorized
116 and confirmed which they determine to be in the City’s best interest, and the execution
117 or taking of such action shall be conclusive evidence of such determination.

118
119 Section 7 – The City expects to make capital expenditures after the date of the
120 adoption of this Ordinance in connection with acquisition and installation of the
121 Equipment, and the City intends to reimburse itself for such expenditures and also
122 expenditures made with respect to acquisition and installation of the Equipment on or

after sixty days before the date of this Ordinance with proceeds received under
Schedule No. 1 in an amount of \$685,940.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Juan C. Hays City Manager

Exhibit 1

Gilmore & Bell, P.C.
Draft-October 17, 2024

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.,
As Lessor**

AND

**CITY OF SPRINGFIELD, MISSOURI,
As Lessee**

Dated: November 21, 2024

TABLE OF CONTENTS

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

Page

ARTICLE I

DEFINITIONS

Section 1.01.	Definitions	1
---------------	-------------------	---

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01.	Representations and Covenants of Lessee	3
Section 2.02.	Conditions to Lessor's Performance under Schedules	5

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01.	Lease of Equipment	5
Section 3.02.	Lease Term	5
Section 3.03.	Termination of Lease Term	5
Section 3.04.	Continuation of Lease Term	6
Section 3.05.	Nonappropriation	6

ARTICLE IV

RENTAL PAYMENTS

Section 4.01.	Rental Payments	6
Section 4.02.	Interest Component	6
Section 4.03.	Rental Payments To Be Unconditional	6
Section 4.04.	Rental Payments to Constitute a Current Expense of Lessee	7

ARTICLE V

EQUIPMENT

Section 5.01.	Delivery, Installation and Acceptance of the Equipment	7
Section 5.02.	Enjoyment of Equipment	7
Section 5.03.	Right of Inspection	7
Section 5.04.	Use of the Equipment	7
Section 5.05.	Maintenance of Equipment	7

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01.	Title to the Equipment	8
Section 6.02.	Security Interest.....	8
Section 6.03.	Personal Property.....	8

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01.	Liens, Taxes, Other Governmental Charges and Utility Charges	9
Section 7.02.	Insurance.....	9
Section 7.03.	Advances	9
Section 7.04.	Financial Information	10
Section 7.05.	Release and Indemnification	10

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01.	Risk of Loss	10
Section 8.02.	Damage, Destruction and Condemnation.....	10
Section 8.03.	Insufficiency of Net Proceeds.....	10

ARTICLE IX

WARRANTIES

Section 9.01.	Disclaimer of Warranties	11
Section 9.02.	Vendor's Warranties.....	11

ARTICLE X

OPTION TO PURCHASE; PREPAYMENT

Section 10.01.	Purchase Option; Prepayment	11
Section 10.02.	Determination of Fair Purchase Price.....	12

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01.	Assignment by Lessor	13
Section 11.02.	Assignment and Subleasing by Lessee	13

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01.	Events of Default Defined	13
Section 12.02.	Remedies on Default	14
Section 12.03.	No Remedy Exclusive	14

ARTICLE XIII

MISCELLANEOUS

Section 13.01.	Notices	15
Section 13.02.	Binding Effect.....	15
Section 13.03.	Severability.....	15
Section 13.04.	Entire Agreement.....	15
Section 13.05.	Amendments.....	15
Section 13.06.	Execution in Counterparts	15
Section 13.07.	Captions.....	15
Section 13.08.	Applicable Law	15
Section 13.09.	Electronic Transactions.....	15
	Signatures	16
	Certificate of City Clerk of Lessee	
	Exhibit A: Form of Schedule of Equipment	A-1
	Exhibit B: Form of Opinion of Lessee's Counsel.....	B-1
	Exhibit C: Form of Lessee's Closing Certificate	C-1

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

THIS MASTER EQUIPMENT LEASE PURCHASE AGREEMENT (this or the “Master Agreement”), is dated as of November 21, 2024, between **U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.**, a corporation organized and existing under the laws of the State of Minnesota, as Lessor (“Lessor”), and **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of the State of Missouri, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

WITNESSETH:

WHEREAS, Lessee desires to lease certain property from Lessor described in the schedules to this Master Agreement, substantially in the form of **Exhibit A** hereto, that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereinafter collectively referred to as the “Schedules,” and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the “Equipment”) subject to the terms and conditions of and for the purposes set forth in this Master Agreement; and

WHEREAS, the relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Master Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means, with respect to any Lease, the date when the term of this Master Agreement with respect to that Lease and Lessee's obligation to pay Rental Payments under that Lease commences, which date shall be the earlier of (i) the date on which the Equipment listed in the related Schedule is accepted by Lessee in the manner described in **Section 5.01**, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

“Equipment” means the property subject to a Lease, as described in the related Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Event of Default” means, with respect to any Lease, an Event of Default described in **Section 12.01**.

“Issuance Year” is the calendar year in which the Commencement Date with respect to any Lease occurs.

“Lease” means an individual Schedule and this Master Agreement, the terms and provisions of which are incorporated into the Schedule, except as provided therein.

“Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in **Section 3.03**.

“Lessee” means the entity described as such in the first paragraph of this Master Agreement, its successors and its assigns.

“Lessor” means, with respect to each Lease, (i) if Lessor’s interest in, to and under that Lease has not been assigned pursuant to **Section 11.01**, the entity described as such in the first paragraph of this Master Agreement, its successors and assigns, or (ii) if Lessor’s interest in, to and under that Lease has been assigned pursuant to **Section 11.01**, the assignee thereof, its successors and assigns.

“Master Agreement” means this Master Equipment Lease Purchase Agreement, including any exhibit made a part hereof by the parties hereto, together with any amendments to this Master Agreement.

“Maximum Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth in the related Schedule that is part of that Lease.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Original Term” means, with respect to any Lease, the period from the first Commencement Date for the related Schedule that is part of that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“Payment Schedule” means, with respect to any Lease, the schedule of Rental Payments and Purchase Price attached to the related Schedule.

“Purchase Price” means the amount set forth in the Payment Schedule for any Lease that Lessee may, at its option, pay to Lessor to purchase the Equipment subject to such Lease.

“Renewal Terms” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“Rental Payment Dates” means, with respect to any Lease, the dates set forth in the Payment Schedule for the related Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“Schedule” means any Schedule to this Master Agreement, entered into in substantially the form of **Exhibit A** hereto, executed and delivered from time to time by the parties hereto.

“Special Tax Counsel” means Gilmore & Bell, P.C., or other nationally recognized counsel in the area of tax-exempt municipal obligations selected by Lessee, which is acceptable to Lessor.

“State” means the State of Missouri.

“Vendor” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows with respect to each separate Lease and related Schedule:

(a) Lessee is a home rule charter city and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into the Lease and this Master Agreement, which is incorporated therein, and the transactions contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

(c) Lessee has been duly authorized to execute and deliver the Lease and this Master Agreement, which is incorporated therein, by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) The Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) As of the Commencement Date, no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default under the Lease or any other Lease previously entered into pursuant to this Master Agreement.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under the Lease for the current fiscal year, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by the Lease or this Master Agreement, or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of the Lease or in connection with the carrying out by Lessee of its obligations thereunder have been obtained.

(j) The entering into and performance of the Lease or any other document or agreement contemplated thereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as therein provided.

(k) During the Lease Term, the Equipment to be acquired under the Lease will be used only for the purpose of performing essential functions of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for the Equipment listed on the Schedule related to the Lease that currently exists and expects to make immediate use of such Equipment. Lessee's need for the Equipment is not temporary, and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term applicable to such item. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments under the Lease nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

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

(n) Lessee will use the proceeds of the Lease as soon as practicable and with all reasonable dispatch for the purpose for which such Lease is entered into. No part of the proceeds of a Lease will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of such Lease, would have caused any portion of Lessee's obligation under the Lease to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Lease is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of the Lease will be used for local governmental activities of Lessee.

Section 2.02. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) An Opinion of Counsel to Lessee in substantially the form attached hereto as **Exhibit B** respecting such Schedule and otherwise satisfactory to Lessor.
- (b) A Closing Certificate executed by the City Manager and City Clerk or other comparable officers of Lessee, in substantially the form attached hereto as **Exhibit C** respecting such Schedule and otherwise satisfactory to Lessor.
- (c) All documents, including acceptance certificate, escrow agreement, tax certificate, financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor or Special Tax Counsel deems necessary or appropriate at that time pursuant to **Section 7.02**.
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with the provisions of the related Lease for the Lease Term thereof.

Section 3.02. Lease Term. The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue this Master Agreement for the next Renewal Term unless Lessee shall have terminated this Master Agreement pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 3.03. Termination of Lease Term. The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;

(b) the exercise by Lessee of the option to purchase the Equipment under that Lease granted under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**; or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee under that Lease during the Maximum Lease Term thereof.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Master Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

ARTICLE IV

RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Payment Schedule for each Lease. Rental Payments will be in consideration for Lessee's use of the Equipment that is subject to such Lease during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

Section 4.02. Interest Component. As set forth on each Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement,

diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V

EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in the applicable Schedule and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been accepted, the Equipment will not be moved from the location(s) specified in the applicable Schedule without Lessor's consent, which consent will not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants with Lessee that Lessor shall not interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term of the Lease, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during such Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Master Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Master Agreement.

Section 5.05. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If

requested to do so by Lessor with respect to any item of Equipment, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term of a Lease, title to the Equipment that is subject to each Lease will vest in Lessee, subject to the rights of Lessor thereunder and under this Master Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of such Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under each Lease and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment that is subject to such Lease. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for any Equipment consisting of vehicles acquired under a Lease, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expenses, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify Lessor of the license plate number relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations and orders relating to the Equipment acquired under a Lease.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising any escrow fund established under any Lease and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on

which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Master Agreement. The parties to this Master Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term of a Lease.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in this Section. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term of each Lease.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Master Agreement, pay taxes or charges required to be paid by it under this Master Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Master Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only

after providing evidence that Lessee has obtained insurance as required by this Master Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Master Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Master Agreement or any Lease, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein or in any Lease. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations hereunder or under the Lease, or the termination of the Lease Term thereof for any reason.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under any Lease.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.01**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment

pursuant to **Section 10.01**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX

WARRANTIES

Section 9.01. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS MASTER AGREEMENT OR ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN ANY LEASE.*

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term of each Lease all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term of a Lease, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

ARTICLE X

OPTION TO PURCHASE; PREPAYMENT

Section 10.01. Purchase Option; Prepayment.

(a) *Purchase Option.* Lessee will have the option to purchase the Equipment subject to any Lease, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On any Rental Payment Date, as designated on the related Schedule as a date on which the purchase option may be exercised, upon payment to Lessor in full of the Rental Payments then due under that Lease, plus the accrued interest component of Rental Payments to the purchase date, plus all other amounts due thereunder, at the then applicable Purchase Price set forth on the related Schedule; or

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the

Equipment subject to that Lease, on the Rental Payment Date that Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, without premium, upon payment in full of the Rental Payments then due under that Lease, plus the accrued interest component of Rental Payments to the purchase date, plus all other amounts due thereunder.

(iii) Lessee will have the option to purchase each vehicle constituting Equipment hereunder in the event of damage to destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, without premium, upon payment of an allocable portion of the cost of each vehicle applicable to such purchase date and accrued interest thereon, such allocable portion to be based upon a percentage of the principal amount of the Lease equal to the percentage that the original cost of that vehicle represented of the original cost of all Equipment financed thereunder.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee, free and clear of any claim by or through Lessor.

(b) *Optional Prepayment in Part.* No optional partial prepayment will be allowed within the first 13 months of the Commencement Date of a Lease. After such 13-month period, upon giving written notice to Lessor at least 30 days before the date of prepayment, Lessee will have the option annually to partially prepay up to 10% of the outstanding principal components of Rental Payments under a Lease on any date thereafter, without payment of any prepayment premium. Lessor shall apply such partial prepayment of the outstanding principal components of Rental Payments on a pro rata basis of their due dates, and the Payment Schedule attached to such Lease will be revised accordingly.

(c) *Prepayment from Escrow Fund Monies.* In the event monies remain in any escrow fund after acquisition of the Equipment is complete, the remaining monies in such escrow fund shall be paid to Lessor for application against the next Rental Payments under the related Lease, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Master Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Master Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Master Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Master Agreement, each Lease and the Equipment subject thereto may be assigned and reassigned in whole or in part to one or more assignees by Lessor, without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Master Agreement and each Lease, and agrees to the filing of financing statements with respect to each Lease and the Equipment subject thereto. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Master Agreement, any Lease or in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and Special Tax Counsel that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to the applicable Lease and the rights of Lessor in, to and under the Lease and the Equipment.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)** of this Master Agreement, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision

would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term thereof to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Master Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other

remedy given under this Master Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Master Agreement it will not be necessary to give any notice, other than such notice as may be required in this Master Agreement.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Master Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 13.02. Binding Effect. This Master Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Master Agreement or any Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Entire Agreement. As to each Schedule to be entered into pursuant to the terms hereof, the Lease, which incorporates this Master Agreement, constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Master Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Master Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Master Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 13.07. Captions. The captions or headings in this Master Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement.

Section 13.08. Applicable Law. This Master Agreement will be governed by and construed in accordance with the laws of the State.

Section 13.09. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Agreement to be executed in their names by their duly authorized officers as of the date first above written.

**U.S. BANCORP GOVERNMENT LEASING AND
FINANCE, INC.**

By: _____
Title: _____
Address: 1310 Madrid Street
Marshall, MN 56258

CITY OF SPRINGFIELD, MISSOURI

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

APPROVED AS TO FORM:

_____, City Attorney

CERTIFICATE OF CITY CLERK OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Master Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Master Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: November 21, 2024.

City Clerk

EXHIBIT A

**FORM OF SCHEDULE OF EQUIPMENT TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**

SCHEDULE OF EQUIPMENT NO. ____

COUNTERPART NO. ____ OF 2

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

Re: Schedule of Equipment No. __ dated as of _____, 20__ (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between U.S. Bancorp Government Leasing and Finance, Inc., as Lessor, and City of Springfield, Missouri, as Lessee.

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

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

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

4. Representations, Warranties and Covenants.

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

(b) Lessee has provided lessor with audited financial statements through June 30, 20__. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 20__.

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

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

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

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

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

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

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

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

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

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

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

7. Purchase Option; Prepayment. Lessee may exercise its purchase and prepayment options in accordance with Section 10.01 of the Master Agreement.

8. Other Provisions. [To be provided by Lessor, if any.]

Dated: _____, 20__.

**U.S. BANCORP GOVERNMENT LEASING AND
FINANCE, INC.**

By: _____

Title: _____

Address: 1310 Madrid Street
Marshall, MN 56258

CITY OF SPRINGFIELD, MISSOURI

By: _____

Title: City Manager

Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

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

EQUIPMENT DESCRIPTION

The Equipment consists of [Description of Equipment], together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

Description	Estimated Cost

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Lessor for approval pursuant to the Escrow Agreement dated as of _____, 20__, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

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

PAYMENT SCHEDULE

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

Principal Amount: \$_____

Interest Rate: _____%, 30/360 basis

Rental Payment <u>Date</u>	Total Rental Payment	Interest <u>Portion</u>	Principal <u>Portion</u>	Purchase <u>Price</u> *
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[To be provided by Lessor.]

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement. If Lessee is exercising its option to purchase the Equipment in whole in accordance with Section 10.01(a) of the Master Agreement, the Purchase Price set forth above includes a ____% premium.

EXHIBIT B

FORM OF OPINION OF LESSEE'S COUNSEL

[To be furnished on Attorney's letterhead.]

_____, 20__

U.S. Bancorp Government Leasing and Finance, Inc.
Marshall, Minnesota

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: Schedule of Equipment No. __ dated as of _____, 20__ (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between U.S. Bancorp Government Leasing and Finance, Inc., as Lessor, and City of Springfield, Missouri, as Lessee.

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) executed counterparts of the Master Agreement and the Schedule, which, among other things, provides for the sale to and purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the Escrow Agreement dated as of _____, 20__ (the "Escrow Agreement"), among Lessor, Lessee and the escrow agent named therein, (c) an executed copy of the Federal Tax Certificate dated _____, 20__ (the "Tax Certificate"), executed by Lessee, (d) an executed copy of the ordinance of Lessee which, among other things, authorizes Lessee to execute the Lease, the Escrow Agreement and the Tax Certificate, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease, the Escrow Agreement and the Tax Certificate and to perform its obligations thereunder.
3. The Lease, the Escrow Agreement, the Tax Certificate and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease, the Escrow Agreement and the Tax Certificate are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lease, the Escrow Agreement, the Tax Certificate and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding or procurement laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms herein will have the same meanings as in the Master Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

EXHIBIT C

FORM OF LESSEE'S CLOSING CERTIFICATE

**\$(PRINCIPAL AMOUNT)
SCHEDULE OF EQUIPMENT NO. __ DATED AS OF _____, 20__ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 21, 2024 BETWEEN
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., AS LESSOR
AND CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

We, _____ and _____, City Manager and City Clerk, respectively, duly elected or appointed, qualified and acting as such, of the City of Springfield, Missouri (the "City"), do hereby certify as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Agreement" and, as amended and supplemented by Schedule of Equipment No. __ thereto dated as of _____, 20__, the "Lease"), each between the City, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc., as lessor (the "Lessor").

1. The documents listed on the closing list included in this transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the City of the Lease.

2. Attached hereto is a full, true and correct copy of an ordinance passed by the City Council of the City on _____, 20__, and the ordinance has not been modified, amended or repealed, and remains in full force and effect. The ordinance is the only official action taken by the City Council of the City that is presently in effect relating to the transaction contemplated by the Lease.

3. The first reading of the ordinance described above was at a meeting of the City Council of the City held on _____, 20__, and the second reading and final passage was at a meeting of the City Council of the City held on _____, 20__. At each of those meetings a quorum was present and acting throughout, the meetings were held at a place convenient and reasonably accessible to the public and at a time reasonably convenient to the public and were otherwise held in accordance with the procedural requirements of the City and applicable law. Every reasonable effort was made to grant special access to the meetings to handicapped or disabled individuals. Notice of each meeting was given at the times and in the manner provided by applicable law.

4. The following documents (the "City Documents") have been duly executed and delivered on behalf of the City by _____, City Manager of the City, and the seal of the City has been affixed thereto and attested by _____, City Clerk, and an executed counterpart or a full, true and correct copy of each of the City Documents is included in this transcript:

<u>Document</u>	<u>Date</u>	<u>Other Party or Parties</u>
Master Equipment Lease Purchase Agreement	November 21, 2024	U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
Schedule of Equipment No. ____	_____, 20__	Lessor

Escrow Agreement _____, 20__

Lessor
U.S. Bank National Association,
as escrow agent

Federal Tax Certificate _____, 20__

5. The City has authorized, by all necessary action, the execution, delivery, receipt and due performance of the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated thereby.

6. The following persons were and are now the duly qualified and acting members of the City Council of the City at and during all times during the proceedings relating to the execution and delivery of the Lease, except as specified below:

Name

Title

_____, City Manager is hereby designated as the Authorized Representative of the City under the Master Agreement, and the signature appearing at the end of this Certificate is his true and genuine signature.

7. There is no controversy, suit or proceeding of any kind pending or, to the knowledge of the City, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the legality of any official act shown to have been done regarding the execution and delivery of the City Documents or the constitutionality or validity of the obligation represented by the Lease or the means provided for the Rental Payments under the Lease.

8. The representations and warranties of the City contained in the City Documents are true and correct on and as of the date hereof with the same effect as if made on the date hereof. All such representations and warranties, as well as those made herein will be deemed to be for the benefit of the Lessor and the attorney a providing legal opinion in connection with the Lease. The City has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

9. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, a Default or an Event of Default under the Lease.

10. To the City's knowledge, no member of the City Council of the City has any pecuniary interest, directly or indirectly, in any contract, employment, purchase or sale made, or to be made in connection with the proposed transaction contemplated in the Lease.

11. To the City's knowledge, the City's execution and delivery of the City Documents and the performance of the terms thereof by the City will not violate any provision of law, or any ordinance or resolution of the City, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it or its properties are bound.

12. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the City Documents and the performance of the terms thereof by the City have been duly obtained.

DATED: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI

By _____
City Manager

APPROVED AS TO FORM:

_____, City Attorney

[SEAL]

ATTEST:

City Clerk

Exhibit 2

Gilmore & Bell, P.C.
Draft-October 17, 2024

SCHEDULE OF EQUIPMENT NO. 1

COUNTERPART NO. ____ OF 2

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

Re: Schedule of Equipment No. 1 dated as of November 21, 2024 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between U.S. Bancorp Government Leasing and Finance, Inc., as Lessor, and City of Springfield, Missouri, as Lessee.

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

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

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

4. Representations, Warranties and Covenants.

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

(b) Lessee has provided lessor with audited financial statements through June 30, 2023. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2023.

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

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

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

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

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

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

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

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

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

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

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

7. Purchase Option; Prepayment. Lessee may exercise its purchase and prepayment options in accordance with Section 10.01 of the Master Agreement.

8. Other Provisions. None.

[Signature page follows.]

Dated: November 21, 2024.

**U.S. BANCORP GOVERNMENT LEASING AND
FINANCE, INC.**

By: _____
Title: _____
Address: 1310 Madrid Street
Marshall, MN 56258

CITY OF SPRINGFIELD, MISSOURI

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

APPROVED AS TO FORM:

_____, City Attorney

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

EQUIPMENT DESCRIPTION

The Equipment consists of the following equipment for use by Lessee's Parks Department, as further described below, together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

Description	Estimated Cost
Fitness Equipment (Fitness Center)	\$100,370
Five (5) Zero Turn Mowers (Park Operations)	95,940
One (1) Heavy Duty Trailer (Park Operations)	25,740
One (1) Seeder Unit (Park Operations)	23,400
Five (5) HVAC Units (Jordan Valley Ice Park)	58,500
Ice Skates (Jordan Valley Ice Park)	35,100
Playground Safety Tiles (Rutledge Wilson Farm)	86,510
Two (2) Vehicles (Park Administration)	81,900
One (1) Trim Finish Mower (Golf Courses)	58,500
One (1) Aeration Core Plan Unit (Golf Courses)	65,520
One (1) Mower Bed Knife Grinder Unit (Golf Courses)	37,440
One (1) Trailer Unit (Golf Courses)	7,020

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Lessor for approval pursuant to the Escrow Agreement dated as of November 21, 2024, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 1**

PAYMENT SCHEDULE

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

Principal Amount: \$685,940

Interest Rate: 3.94%, 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
02/21/2025	\$ 37,954.20	\$ 6,756.51	\$ 31,197.69	N/A
05/21/2025	37,954.20	6,449.21	31,504.99	N/A
08/21/2025	37,954.20	6,138.89	31,815.31	N/A
11/21/2025	37,954.20	5,825.51	32,128.69	N/A
02/21/2026	37,954.20	5,509.04	32,445.16	\$542,653.61
05/21/2026	37,954.19	5,189.45	32,764.74	508,905.93
08/21/2026	37,954.20	4,866.72	33,087.48	474,825.83
11/21/2026	37,954.20	4,540.81	33,413.39	440,410.04
02/21/2027	37,954.20	4,211.69	33,742.51	405,655.26
05/21/2027	37,954.20	3,879.32	34,074.87	370,558.14
08/21/2027	37,954.20	3,543.69	34,410.51	335,115.31
11/21/2027	37,954.20	3,204.74	34,749.45	299,323.37
02/21/2028	37,954.20	2,862.46	35,091.74	263,178.89
05/21/2028	37,954.20	2,516.81	35,437.39	226,678.37
08/21/2028	37,954.20	2,167.75	35,786.45	189,818.33
11/21/2028	37,954.20	1,815.25	36,138.94	152,595.22
02/21/2029	37,954.20	1,459.28	36,494.91	115,005.46
05/21/2029	37,954.20	1,099.81	36,854.39	77,045.44
08/21/2029	37,954.20	736.79	37,217.40	38,711.51
11/21/2029	37,954.20	370.20	37,583.99	0.00
Totals	<u>\$759,083.95</u>	<u>\$73,143.95</u>	<u>\$685,940.00</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement. If Lessee is exercising its option to purchase the Equipment in whole in accordance with Section 10.01(a) of the Master Agreement, the Purchase Price set forth above includes a 3% premium.

Exhibit 3

Gilmore & Bell, P.C.
Draft-October 17, 2024

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of November 21, 2024, by and among U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. ("*Lessor*"), CITY OF SPRINGFIELD, MISSOURI ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "*Master Agreement*") and Schedule of Equipment No. 1 thereto dated November 21, 2024 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$685,940, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See **Exhibit 1 - Investment Direction Letter**. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as **Exhibit 6** is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on **Exhibit 2** hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of **Exhibit 3**) signed by Lessor and Lessee. Lessee's authorized signatures are provided in **Exhibit 5** attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as **Exhibit 4** hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on **Exhibit 5** hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in **Exhibit 5**, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an event of nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of rental payments from gross income for federal income tax purposes. To the extent the Agreement

is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on **Exhibit 2** and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., as Lessor
By:
Name:
Title:
Address: 1310 Madrid Street Marshall, MN 56258

CITY OF SPRINGFIELD, MISSOURI, as Lessee
By:
Name: Jason Gage
Title: City Manager
Address: 840 Boonville Avenue Springfield, MO 65802
Approved as to Form:
_____, City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: Global Corporate Trust 950 17 th Street, 5 th Floor Denver, CO 80202

EXHIBIT 1

INVESTMENT DIRECTION LETTER

[FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS INVESTMENT AUTHORIZATION LETTER**]**

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association ("USBNA") or U.S. Bank Trust National Association ("USBTNA") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

First American Government Obligations Fund Class Y Shares

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to US Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the [blank] to indicate your objection)

Acknowledgments. Client Acknowledges that:

1.1. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.2. Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.3. Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep

Vehicle has a floating NAV and the dollar amount of the Proceeds Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

1.4. Fund-level Fees. USBNA (or USBTNA), U.S. Bancorp Asset Management, Inc. (“USBAM”), U.S. Bancorp Fund Services, LLC, (“USBFS”) and Quasar Distributors, LLC (“Quasar”) are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, “U.S. Bank”). USBAM is the investment advisor to the Mutual Funds in the First American Funds, Inc. family (the “First American Funds”). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds’ service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by USBNA (or USBTNA) (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund’s assets, and reduce the Mutual Fund’s average daily balance and investment yields. From time to time, a Mutual Fund’s service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client’s approval of the fees described herein includes approval up to the Sweep Vehicle’s total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle’s prospectus, the approval persists.

1.5. Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA’s (or USBTNA’s) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client may revoke the foregoing designation of the Sweep Vehicle at any time without penalty.

2. Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle’s prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”), then the Client is a trustee under ERISA §403(a) with respect to the assets, a “named fiduciary” with respect to the plan within the meaning of ERISA §402(a), or an “investment manager” within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account’s governing service agreement and are not contrary to applicable law.

CITY OF SPRINGFIELD, MISSOURI

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise designated.

Title
Date

EXHIBIT 2

ESCROW AGENT FEE SCHEDULE

Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of November 21, 2024 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), the City of Springfield, Missouri (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "*Master Agreement*") and Schedule of Equipment No. 1 thereto dated November 21, 2024 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:

Bank Address:

ABA No.:

Account Name:

Account No.:

Check

Name:

Address 1:

Address 2:

City/State

Zip Code:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:

Bank Address:

ABA No.:

Account Name:

Account No.:

Check

Name:

Address 1:

Address 2:

City/State

Zip Code:

Payee: _____

Amount: _____

Wire/ACH

Bank Name:

Bank Address:

ABA No.:

Account Name:

Account No.:

Check

Name:

Address 1:

Address 2:

City/State

Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default (as such term is defined in the Master Agreement) or event of nonappropriation under the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or event of nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
--

By:

Name:

Title:

Lessee: City of Springfield, Missouri
--

By:

Name:

Title:

EXHIBIT 4

FINAL ACCEPTANCE CERTIFICATE

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Re: Schedule of Equipment No. 1 to Master Equipment Lease Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Springfield, Missouri

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Equipment, as such term is defined in the above-referenced Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) or an event of under the Master Agreement exists at the date hereof.

Acceptance Date: _____

Lessee: City of Springfield, Missouri
By:
Name: David Holtmann
Title: Finance Director

EXHIBIT 5

LESSEE REPRESENTATIVES

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

<u>David Holtmann</u>	<u></u>	<u>417-864-1632</u>
Name	Specimen signature	Telephone No
<u></u>	<u></u>	<u></u>
Name	Specimen signature	Telephone No
<u></u>	<u></u>	<u></u>
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please add the following language:)

The following persons (not listed above) are authorized for call-back confirmations:

<u></u>	<u></u>
Name	Telephone Number
<u></u>	<u></u>
Name	Telephone Number
<u></u>	<u></u>
Name	Telephone Number

EXHIBIT 6

CLASS ACTION NEGATIVE CONSENT LETTER

November 21, 2024

David Holtmann
Finance Director
City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802

RE: USBGLF/City of Springfield, Missouri - - Class Action Litigation Claims

Dear Mr. Holtmann:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Authorized Signature

Date

Exhibit 4

Gilmore & Bell, P.C.
Draft-October 17, 2024

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of November 21, 2024, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 1 dated as of November 21, 2024 to that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024, in the principal amount of \$685,940 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc., a Minnesota corporation, as lessor (the “**Lessor**”).

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

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

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

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

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

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

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

“City” means the City of Springfield, Missouri.

“Closing Date” means November 21, 2024.

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

“Equipment” means certain equipment and vehicles for use by the City’s Park Department, to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Escrow Fund” means the Escrow Fund established pursuant to the Escrow Agreement dated as of November 21, 2024, among the City, the Lessor and U.S. Bank National Association, as escrow agent.

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

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

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 1, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$685,940 (which Schedule of Equipment No. 1 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire and install the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means U.S. Bancorp Government Leasing and Finance, Inc., a Minnesota corporation.

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

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of November 21, 2024, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

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

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

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

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

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

“Qualified Use Agreement” means any of the following:

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

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

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

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

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

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

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

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

“State” means the State of Missouri.

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

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

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

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$685,940 for deposit into the Escrow Fund. Of this amount, \$675,940 will be used to acquire and install the Equipment, and \$10,000 will be used to pay costs of executing and delivering the Lease.

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

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

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

- Escrow Fund.

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

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$685,940, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$685,940).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 3.9594%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

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

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

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

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

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

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

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

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On November 18, 2024, the governing body of the City adopted a resolution declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the resolution is attached to this Tax Certificate as **Exhibit F**. \$-0- of the proceeds of the Lease will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45 of Form 8038-G. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2, and no portion of the Lease proceeds 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 Lease to an expenditure in writing. In addition, no reimbursement allocation will be made more than 18 months following the later of (1) the date of the expenditure or (2) the date the Equipment was placed in service.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and

covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

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

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

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

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

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

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

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

[The remainder of this page left blank intentionally.]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

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

Schedule of Lease Payments							
Payment	Amort.	Interest	Payments			Principal	Bond
Date	Pmt. No.	Rate	Interest	Principal	Total	Balance	Years
11/21/2024							
11/21/2024	-					\$ 685,940.00	-
2/21/2025	1	3.940%	6,756.51	31,197.69	37,954.20	654,742.31	7.799
5/21/2025	2	3.940%	6,449.21	31,504.99	37,954.20	623,237.32	15.752
8/21/2025	3	3.940%	6,138.89	31,815.31	37,954.20	591,422.01	23.861
11/21/2025	4	3.940%	5,825.51	32,128.69	37,954.20	559,293.32	32.129
2/21/2026	5	3.940%	5,509.04	32,445.16	37,954.20	526,848.16	40.556
5/21/2026	6	3.940%	5,189.45	32,764.74	37,954.19	494,083.42	49.147
8/21/2026	7	3.940%	4,866.72	33,087.48	37,954.20	460,995.94	57.903
11/21/2026	8	3.940%	4,540.81	33,413.39	37,954.20	427,582.55	66.827
2/21/2027	9	3.940%	4,211.69	33,742.51	37,954.20	393,840.04	75.921
5/21/2027	10	3.940%	3,879.32	34,074.87	37,954.19	359,765.17	85.187
8/21/2027	11	3.940%	3,543.69	34,410.51	37,954.20	325,354.66	94.629
11/21/2027	12	3.940%	3,204.74	34,749.45	37,954.19	290,605.21	104.248
2/21/2028	13	3.940%	2,862.46	35,091.74	37,954.20	255,513.47	114.048
5/21/2028	14	3.940%	2,516.81	35,437.39	37,954.20	220,076.08	124.031
8/21/2028	15	3.940%	2,167.75	35,786.45	37,954.20	184,289.63	134.199
11/21/2028	16	3.940%	1,815.25	36,138.94	37,954.19	148,150.69	144.556
2/21/2029	17	3.940%	1,459.28	36,494.91	37,954.19	111,655.78	155.103
5/21/2029	18	3.940%	1,099.81	36,854.39	37,954.20	74,801.39	165.845
8/21/2029	19	3.940%	736.79	37,217.40	37,954.19	37,583.99	176.783
11/21/2029	20	3.940%	370.20	37,583.99	37,954.19	-	187.920
Total			73,143.93	685,940.00	759,083.93		1,856.445
Lease Statistics							
Principal amount			\$	685,940.00	Day-Count Method		30/360
Interest rate				3.940%	Computed Payment Amount		\$37,954.20
Dated date				11/21/2024	Actual Payment Amount		\$37,954.20
Issue date				11/21/2024	Days of accrued interest		-
First interest payment				2/21/2025	Accrued interest		\$0.00
First principal payment				2/21/2025	Bond years		1,856.445
Last payment				11/21/2029			
No. of principal payments per year				4	Weighted avg. maturity (years)		2.7064
Total no. of principal payments				20	Lease yield		3.959404%
Denomination			0.01		Net interest cost		3.939999%

Proof of Arbitrage Yield				
	Days		Pres. Val.	Present
Payment	After	Lease	Factor	Value to
Date	Closing	Payments	3.95940 %	11/21/2024
11/21/2024				
11/21/2024	-	-	1.0000000	-
2/21/2025	90	37,954.20	0.9902461	37,584.00
5/21/2025	180	37,954.20	0.9805873	37,217.41
8/21/2025	270	37,954.20	0.9710227	36,854.39
11/21/2025	360	37,954.20	0.9615514	36,494.92
2/21/2026	450	37,954.20	0.9521725	36,138.95
5/21/2026	540	37,954.19	0.9428851	35,786.44
8/21/2026	630	37,954.20	0.9336883	35,437.39
11/21/2026	720	37,954.20	0.9245812	35,091.74
2/21/2027	810	37,954.20	0.9155629	34,749.46
5/21/2027	900	37,954.19	0.9066326	34,410.50
8/21/2027	990	37,954.20	0.8977893	34,074.88
11/21/2027	1,080	37,954.19	0.8890324	33,742.50
2/21/2028	1,170	37,954.20	0.8803608	33,413.39
5/21/2028	1,260	37,954.20	0.8717738	33,087.48
8/21/2028	1,350	37,954.20	0.8632706	32,764.75
11/21/2028	1,440	37,954.19	0.8548504	32,445.15
2/21/2029	1,530	37,954.19	0.8465122	32,128.69
5/21/2029	1,620	37,954.20	0.8382554	31,815.31
8/21/2029	1,710	37,954.19	0.8300791	31,504.98
11/21/2029	1,800	37,954.19	0.8219826	31,197.68
Total		759,083.93		685,940.00

EXHIBIT B

IRS FORM 8038-G

[To be prepared and filed by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

				Economic
		Original		Life x
		Economic		Financed
Asset Description		Life	Cost	Cost
Recreation Replacement Fitness Center Equipment	5	100,370	501,850	
Park Operations Zero Turn Mowers (5)	7	95,940	671,580	
Park Operations Heavy Duty Trailer (1)	20	25,740	514,800	
Park Operations Seeder Unit (1)	10	23,400	234,000	
Jordan Valley Ice Park Replacement of HVAC Units (5)	20	58,500	1,170,000	
Jordan Valley Ice Park Replacement of Remaining Ice Skates	5	35,100	175,500	
Rutledge Wilson Farm Park Replacement of Playground Safety Tiles	5	86,510	432,550	
Park Administration Vehicle (2)	10	81,900	819,000	
Golf Enterprise Fund- Replacement of Trim Finish Mower (1)	7	58,500	409,500	
Golf Enterprise Fund-Aeration Core Plan Unit (1)	10	65,520	655,200	
Golf Enterprise Fund-Mower Bed Knife Grinder Unit (1)	10	37,440	374,400	
Golf Enterprise Fund-Trailer Unit (1)	20	7,020	140,400	
		675,940	6,098,780	
Less land costs		-		
Net costs, excluding land		675,940		
Original Average, Reasonably Expected Economic Life:		9.02	years	
120% of Original Economic Life	120%	10.83	years	

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Schedule No. 1”) financing the Equipment: Placed in service date of the Equipment: Name of Compliance Officer: Period covered by request (“Annual Period”):	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 1 dated November 21, 2024 (“Schedule No. 1”) to Master Equipment Lease Purchase Agreement dated as of November 21, 2024, each between U.S. Bancorp Government Leasing and Finance, Inc., as lessor, and the City of Springfield, Missouri, as lessee.

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

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$685,940

**SCHEDULE OF EQUIPMENT NO. 1 DATED NOVEMBER 21, 2024 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF NOVEMBER 21, 2024, BETWEEN
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., AS LESSOR
AND CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

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

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

Background. The Lease was executed and delivered on November 21, 2024 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire certain equipment and vehicles for use by the Parks Department of the City (the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Escrow Fund established under Escrow Agreement dated as of November 21, 2024, among the City, U.S. Bancorp Government Leasing and Finance, Inc., as lessor, and U.S. Bank National Association, as escrow agent.

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

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

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

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

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

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

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

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

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

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

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

EXHIBIT F

DECLARATION OF INTENT

[Copy of City's Ordinance adopted 11-18-2024 to be attached.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 5

Budget Adjustment
029

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	408070	000000	00000	\$ 359,237	Lease proceed for Public Parks Fund
20120	16	25010	408070	000000	00000	121,767	Lease proceed for Golf Fund
20130	16	25010	408070	000000	00000	33,956	Lease proceed for Golf Fund
57010	16	25010	408070	000000	00000	170,980	Lease proceed for Golf Fund
Net Revenue Adjustment						\$ 685,940	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	82550	501190	000000	10065	33,457	Family Centers Fitness Equipment
20110	16	80570	508170	000000	00000	95,940	Park Operations Zero Turn Mowers (5)
20110	16	80520	508170	000000	00000	25,740	Park Operations Heavy Duty Trailer (1)
20110	16	80570	508170	000000	00000	23,400	Park Operations Seeder Unit (1)
20110	16	82570	508220	000000	10248	58,500	Ice Park HVAC Replacement Units (5)
20110	16	82570	508170	000000	10248	35,100	Ice Park Skate Inventory Equipment
20110	16	80010	508120	000000	00000	81,900	Vehicle (2) - Parks Administration
20110	16	80010	509350	000000	00000	5,200	Cost of issuance
20120	16	88030	508220	000000	10364	86,510	Rutledge Wilson Farm Playground Safety Tiles
20120	16	82550	501190	000000	10101	33,457	Family Centers Fitness Equipment
20120	16	80010	509350	000000	00000	1,800	Cost of issuance
20130	16	82550	501190	000000	10092	33,456	Family Centers Fitness Equipment
20130	16	80010	509350	000000	00000	500	Cost of issuance
57010	16	25010	508170	000000	10170	58,500	Golf Trim Finish Mower (1)
57010	16	25010	508170	000000	10354	65,520	Golf Aeration Unit (1)
57010	16	25010	508170	000000	10354	37,440	Golf Mower Grinder Unit (1)
57010	16	25010	508170	000000	10409	7,020	Golf Trailer (1)
57010	16	25010	509350	000001	00000	2,500	Cost of issuance
Net Expenditure Adjustment						\$ 685,940	

Fund Balance Appropriation:

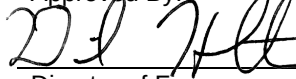
Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating equipment lease proceeds for Parks for FY2025 operating needs.

Requested By:

 October 29, 2024
Department Head Date

Approved By:

 October 29, 2024
Director of Finance Date

Authorization:

Council Bill No. 2024-232
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

EXPLANATION TO COUNCIL BILL 2024-233 (CARROLL)

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Health

TITLE: A general ordinance amending the Springfield City Code, Chapter 58, “Health and Sanitation,” Article II “Food and Food Establishments,” Division 2, “Restaurants,” Section 58-51. -Definitions. to create a new food service permit type definition to be referred to as Limited Food Establishment; and amending Springfield City Code, Chapter 58, “Health and Sanitation,” Article II “Food and Food Establishments,” Division 2, “Restaurants,” Section 58-53. -Permit required; fees, suspension or revocation; to add Limited Permit to the list of permits that are subject to permit fees based on the annual fee study.

PURPOSE: The intent of this Ordinance revision is to create a new food service permit type to be referred to as a “Limited Permit” to address food service operators who want to serve food on a limited basis.

BACKGROUND INFORMATION: Currently, the Springfield-Greene County Health Department’s (“SGCHD”) Food Safety Program categorizes food service into four permit types:

1. Food Establishment Permit – primarily for brick-and-mortar restaurants, convenience stores, or grocery stores.
2. Mobile Food Permits – intended for food trucks or trailers that wish to have their food preparation and service area to be mobile.
3. Temporary Food Permits – to prepare food at an event or celebration.
4. Farmer’s Market Permits – to prepare food at a farmer’s market.

SGCHD’s Food Safety Program has become aware of an industry shift that does not fit into one of the above categories. Limited food service is a short-term operation from which food is sold to the public at a variety of venues. These setups are neither brick-and-mortar, nor mobile, nor a Farmer’s Market, and are not specifically associated with a particular event or celebration as with a temporary food permit. To address this trend, SGCHD’s Food Safety Program recommends the creation of a new Limited Food permit type to address the food service operators who want to serve food on a limited basis from a short-term structure.

In order to accomplish this, SGCHD proposes amending Springfield City Code, Chapter 58, “Health and Sanitation,” Article II “Food and Food Establishments,” Division 2, “Restaurants,” Section 51 to create a new food service permit type definition to be



referred to as Limited Permit, and amending Springfield City Code, Chapter 58, “Health and Sanitation,” Article II “Food and Food Establishments,” Division 2, “Restaurants,” Section 53(d) to add Limited Permit to the list of permit options. This definition will clarify the time and location parameters of a limited food establishment (similar to the temporary food permit).

Vendors who currently operate under this model will be contacted prior to implementation for education and onboarding to this new permit type.

Submitted By: Anna Kremer, Health Policy Analyst

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

Collin Quigley, Deputy City Manager 10/24/2024

Attachments: 1. Limited Food Permit_Ord

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-29-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-233

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 58, "Health and Sanitation," Article
2 II "Food and Food Establishments," Division 2, "Restaurants," Section
3 58-51. -Definitions. to create a new food service permit type definition
4 to be referred to as Limited Food Establishment; and amending
5 Springfield City Code, Chapter 58, "Health and Sanitation," Article II
6 "Food and Food Establishments," Division 2, "Restaurants," Section
7 58-53. -Permit required; fees, suspension or revocation; to add
8 Limited Permit to the list of permits that are subject to permit fees
9 based on the annual fee study.
10 _____
11

12 WHEREAS, the Springfield-Greene County Health Department's ("SGCHD")
13 Food Safety Program currently categorizes food service into four permit types: (1) food
14 establishment; (2) mobile; (3) temporary; and (4) farmer's market; and
15

16 WHEREAS, SGCHD's Food Safety Program has become aware of an industry
17 shift that does not fit into one of the above categories. Limited food service is a short-
18 term operation from which food is sold to the public at a variety of venues. These setups
19 are neither brick-and-mortar, nor mobile, nor a Farmer's Market, and are not specifically
20 associated with a particular event or celebration as with a temporary food permit; and
21

22 WHEREAS, to address this trend, SGCHD's Food Safety Program recommends
23 the creation of a new Limited Food permit type for food service operators who want to
24 serve food on a limited basis from a short-term structure.
25

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

29 Section 1 – Springfield City Code, Chapter 58, "Health and Sanitation," Article II
30 "Food and Food Establishments," Division 2, "Restaurants," Section -51 "Definitions" is
31 hereby amended as set forth below.
32

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

34
35 *“City manager”* means the city manager or the city manager's designee.

36
37 *Critical item* means a provision of the Missouri Food Code that, if in
38 noncompliance, is more likely than other violations to contribute to food
39 contamination, illness, or environmental health and is denoted in the Code
40 with an asterisk (*).

41
42 *Embargo* means to prohibit the shipment, sale or movement of food or
43 food products.

44
45 *Food establishment* means an operation that stores, prepares, packages,
46 serves or otherwise provides food for human consumption.

47
48 *Limited food establishment* means a food establishment that operates for
49 a period of no more than 2 times per week in locations approved by the
50 Department of Public Health and Welfare.

51
52 *Mobile food establishment* means a food service operation that operates
53 from a movable vehicle, portable structure, or pushcart.

54
55 *Permit* means the document issued by the regulatory authority that
56 authorizes a person to operate a food establishment.

57
58 *Permit holder* means the entity that:

59
60 (1) Is legally responsible for the operation of the food establishment
61 such as the owner, the owner's agent, or other person; and

62
63 (2) Possesses a valid permit to operate a food establishment.

64
65 *Regulatory authority* means the city is the authorized enforcement body
66 having jurisdiction over the food establishment.

67
68 *Temporary food establishment* means a food establishment that operates
69 for a period of no more than 14 consecutive days in conjunction with a
70 single event or celebration.”

71
72 Section 2 – Springfield City Code, Chapter 58, “Health and Sanitation,” Article II
73 “Food and Food Establishments,” Division 2, “Restaurants,” Section 53 “Permit
74 required; fees, suspension or revocation”, (d) is hereby amended as set forth below.

75
76 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)

77
78 (d) Other fees may be set as indicated by the director of finance annual
79 fee study, including but not limited to:

- (1) New construction or major remodeling inspection fees;
(2) Smoking exemption permit fee;
(3) Temporary food establishment permit fee;
(4) Mobile food permit fee;
(5) Limited food permit fee.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause, or phrase be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozant, Assistant City Attorney

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



EXPLANATION TO COUNCIL BILL 2024-234 (LEE)

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Health

TITLE: A general ordinance amending the Springfield City Code, Chapter 58, “Health and Sanitation,” Article II “Food and Food Establishments,” Division 2, “Restaurants,” Section 58-53 “Permit required; fees, suspension or revocation” to change the length of a mobile food permit from six months to twelve-months.

PURPOSE: The intent of this Ordinance revision is to change the length of a mobile food permit from six months to a twelve-month annual permit.

BACKGROUND INFORMATION: Springfield City Code, Chapter 58, “Health and Sanitation”, Article II “Food and Food Establishments”, Division 2, “Restaurants”, Section 53 “Permit required; fees, suspension or revocation” subsection (c) currently provides an exception to the annual food establishment permit requirement for mobile food permits. As a result, mobile food vendor permits currently have a 6-month duration, requiring an owner/operator to renew their expired permit more frequently. Given that most mobile food establishments operate on an annual basis, this process is burdensome and inefficient. The proposed amendment will streamline the food permit process for both the business owner and the City, converting all mobile food vendors to a 12-month annual permit, like current brick-and-mortar food establishments whose permits are valid from January 1 to December 31 annually.

Submitted By: Anna Kremer, Health Policy Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 10/24/2024

Attachments: 1. Mobile Food Permit Revision_Ord

One rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 10-29-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-234

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 58, "Health and Sanitation," Article
2 II "Food and Food Establishments," Division 2, "Restaurants," Section
3 58-53 "Permit required; fees, suspension or revocation" to change
4 the length of a mobile food permit from six months to twelve-months.
5 _____
6

7 WHEREAS, Springfield City Code, Chapter 58, "Health and Sanitation", Article II
8 "Food and Food Establishments", Division 2, "Restaurants", Section 58-53. "Permit
9 required; fees, suspension or revocation", subsection (c), currently provides an
10 exception to the annual food establishment permit requirement for mobile food permits;
11 and
12

13 WHEREAS, as a result of the current exception, mobile food vendor permits
14 currently have a 6-month duration, requiring an owner/operator to renew their permit
15 more frequently. Given that most mobile food establishments operate on an annual
16 basis, this process is burdensome and inefficient; and
17

18 WHEREAS, the proposed amendment will streamline the mobile food vendor
19 permit process for both the business owner and the City, converting all mobile food
20 vendors to a 12-month annual permit like current brick-and-mortar food establishments,
21 whose permits are valid from January 1 to December 31 annually.
22

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

26 Section 1 – Springfield City Code, Chapter 58, "Health and Sanitation," Article II
27 "Food and Food Establishments," Division 2, "Restaurants," Section 58-53 "Permit
28 required; fees, suspension or revocation.", subsection (c), is hereby amended to read as
29 follows:
30

31 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)
32

(c) Permit fees shall be as established by ordinance from time to time. All permits shall be for one year, beginning on January 1 and ending December 31, with the exception of temporary food establishment permits and mobile food permits or unless otherwise provided for by ordinance and shall be renewed thereafter annually only by payment of the proper fee. New businesses or permanently discontinuing businesses making timely application for a permit after the beginning of a current permit year shall pay a prorated monthly rate, which includes the month of application, for the remainder of the permit year. Permanently discontinuing businesses may apply, with sufficient documentation evidencing permanent closure, for a prorated refund of permit fees with timely application within 60 days of business cessation.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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



EXPLANATION TO COUNCIL BILL 2024-235 (CARROLL)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or designee, to accept the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant in the amount of \$700,000 from the United States Department of Justice and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$700,000.

PURPOSE: To authorize the City Manager, or designee, to accept the BJA FY 24 Local Law Enforcement Crime Gun Intelligence Center Integration Initiative ("CGIC") Grant from the United States Department of Justice ("DOJ"), Office of Justice Programs and the National Policing Institute and to enter into an interlocal agreement with the Greene County Prosecutor's Office, outlining the division of the grant funds; amending the budget for the Springfield Police Department for FY2024-2025 in the amount of \$700,000.

BACKGROUND INFORMATION: The CGIC/BJA is a competitive grant for allocation of federal funds and is determined based on crime data reported to the Federal Bureau of Investigation ("FBI"). Through the competitive process, the City of Springfield was awarded grant funding for a new Crime Gun Intelligence Center ("CGIC"). CGIC/BJA does not require matching funds.

The establishment of a new Crime Gun Intelligence Center ("CGIC") will enhance the Springfield Police Department's mission to promote civil rights and racial equity, increase access to justice, support crime victims and individuals impacted by the justice system, strengthen community safety, and build trust between law enforcement and the Springfield community.

The goal of the new CGIC will be to develop investigative leads from recovered firearms and shell casings using NIBIN (National Integrated Ballistic Information Network) technology to swiftly identify, apprehend and prosecute violent gun offenders.

Another objective of the CGIC will be to reduce violent crime in Springfield and surrounding areas through crime prevention strategies. The CGIC working group will be comprised of agents of the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"), ATF Task Force Officers ("TFOs"), the SPD's Special Investigations Section (SIS), the SPD's Persons Crimes Section, the SPD's Forensic Evidence Technician, the SPD's Crime Analysis Unit (CAU), the Prosecuting Attorney's office, the US Attorney's Office, and the Missouri State Highway Patrol Crime Lab.



The joint application award amount is \$700,000. The City and the Greene County Prosecutor's Office have agreed to divide the funds with 80% going to the City and 20% going to the Greene County Prosecutor's Office. The city will receive \$560,000 and the Greene County Prosecutors Office will receive \$140,000. The City will establish an account for the application award amount and reimburse the County for their share.

The City of Springfield Police Department will use their share of the funds to purchase and install a NIBIN system and hire three part-time employees for analysis. In addition, victim advocate supplies, prevention education, and overtime funds will be part of the budget.

Submitted By: Tad Peters, Police Major

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

Collin Quigley, Deputy City Manager 10/24/2024

Attachments:

1. Police CGIC grant ordinance
2. CGIC Grant Ex A
3. 030 POL Dept of Justice NIBIN CGIC Grant Ex B

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 10-29-24

Sponsored by: Carroll

First Reading:

Second Reading:

COUNCIL BILL 2024-235

SPECIAL ORDINANCE

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant in the amount of \$700,000 from the United States Department of Justice and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$700,000.

WHEREAS, the City of Springfield, Missouri ("City") and Greene County, Missouri ("County") have previously partnered to apply for and accept the United States Department of Justice, Local Law Enforcement Crime Gun Intelligence Center Integration Initiative ("CGIC") Grant; and

WHEREAS, the joint application award amount is \$700,000, with the City receiving \$560,000 and the County receiving \$140,000.

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

Section 1 – The City Manager, or designee, is hereby authorized to accept the Local Law Enforcement Crime Gun Intelligence Center Integration Initiative Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County for the purpose of carrying out the terms of the grant, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The budget of the Springfield Police Department for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 030, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

34
35 Section 4 – The City Manager, or designee, is directed to cause the appropriate
36 accounting entries to be made in the books and records of the City.
37

38 Section 5 – The City Council hereby finds and declares this Ordinance relates to
39 the acceptance of a grant from a state or federal agency and pursuant to Section
40 2.16(25) of the City Charter, this Ordinance shall require one reading. Therefore, this
41 Ordinance shall be in full force and effect from and after passage.
42

43 Passed at meeting: _____
44

45 _____
46 Mayor
47

48 Attest: _____, City Clerk
49

50 Filed as Ordinance: _____
51

52
53 Approved as to form: , Assistant City Attorney
54

55
56 Approved for Council action:  City Manager

INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER GRANT

This Agreement is made and entered into this _____ day of _____, 2024, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance _____, passed _____, 2024; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City and the Greene County Prosecutor's Office made a joint application for the United States Department of Justice Crime Gun Intelligence Center Integration Initiative; and

WHEREAS, the City and County have been awarded a grant in the amount of \$700,000; and

WHEREAS, the City and the County have agreed to allocate the grant such that the City will receive \$560,000 for use by the Springfield Police Department and the County will receive \$140,000 for use by the Greene County Prosecutor's Office.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$140,000 of the total CGIC funds of \$700,000 to be used by the Greene County Prosecutor's Office. The City's share is \$560,000.

Section 2. County agrees to follow all applicable restrictions and regulations governing its use of the CGIC grant funds.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise

from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to provide any documentation to the City as necessary to comply with any grant reporting requirements.

CITY OF SPRINGFIELD, MISSOURI

GREENE COUNTY, MISSOURI

By: _____
City Manager or Designee

By: _____
Presiding Commissioner

Attest:

By: _____
Commissioner 1st District

City Clerk

By: _____
Commissioner 2nd District

Approved as to Form:

Attest:

By: _____
Greene County Clerk

City Attorney or Designee

Approved as to form:

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 therefore.

By: _____
Greene County Counselor

Director of Finance or Acting Director

CERTIFICATE OF AUDITOR

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 therefore.

Auditor Certification

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
030

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	416010	PENDING		\$ 700,000	FY25 Department of Justice NIBIN Grant - Springfield MO Crime Gun Intelligence Center Integration Project - 10/1/24 to 9/30/27
Net Revenue Adjustment						\$ 700,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	500110	PENDING		\$ 393,120	3 PART TIME 28HRS X \$30 X 52 WEEKS
25220	18	92510	500120	PENDING		1,000	FINAL ANALYSIS REPORT
25220	18	92510	501260	PENDING		5,630	SUPPLIES FOR VICTIM ADVOCATES
25220	18	92510	501190	PENDING		150,000	NIBIN EQUIPMENT
25220	18	92510	504620	PENDING		140,000	GREENE COUNTY PROSECUTOR
25220	18	92510	504620	PENDING		10,250	HARMONY HOUSE PREVENTION EDUCATION AND CPO GUN LOCKBOXES
Net Expenditure Adjustment						\$ 700,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating \$700,000.00 of Department of Justice NIBIN grant - Springfield MO Crime Gun Intelligence Center Integration Project. Grant Period: 10/1/24 to 9/30/27

Requested By:

Amanda Livingston 10/2/2024
Department Head Date

Approved By:

 October 29, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-235
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-236 (HOSMER, JENSON)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: Law

TITLE:

A general ordinance amending Section 78-111, “Definitions”; and enacting a new Section 78-117, “Vehicle owner responsibilities” of the City Code.

PURPOSE: Amending Section 78-111, “Definitions”; and enacting a new Section 78-117, “Vehicle owner responsibilities” of the City Code.

BACKGROUND INFORMATION:

The City’s noise ordinances are located principally at Sec. 78-111 et seq. of the City Code. These noise ordinances are subject to Sec. 1-7 of the City Code, the City’s general penalty ordinance, which authorizes a fine of up to \$1,000 and jail for up to 180 days. The City’s general penalty ordinance is a criminal penalty, which means that the City bears the burden of proof for a prosecution and may not shift this burden through a mechanism such as a rebuttable presumption. Accordingly, enforcement of these noise ordinances against motor vehicles is sometimes limited by the City’s inability to identify the operator of the vehicle, which cannot be presumed to be the owner for this purpose.

As an additional, alternative enforcement mechanism for this situation, the new Sec. 78-117. – *Vehicle owner responsibilities*. would allow a civil penalty to be assessed against the owner of a vehicle found to be in violation of Sec. 78-112. – *Prohibited noise generally*. or Sec. 78-113. – *Prohibited noises enumerated*. of the City Code. Sec. 78-117 would create a rebuttable presumption that the operator and owner of a motor vehicle observed to violate these noise ordinances is the same. The civil penalty is a \$100 fine. If the fine is not paid voluntarily, the City may, via the office of state courts administrator, execute the fine against a perpetrator’s income tax refund and lottery prize payouts.

Enactment of Sec. 78-117 would not prevent the City from enforcing existing noise ordinances when the identity of the operator is known.

Submitted By: Jordan Paul, City Attorney

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

Jason Gage, City Manager 10/25/2024

Attachments: 1. CB Sec. 78-116. Vehicle owner responsibilities - JLP 10-9-24

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 10-29-24

Sponsored by: Hosmer, Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-236

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 78-111, "Definitions"; and enacting a new Section 78-117,
"Vehicle owner responsibilities" of the City Code.

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

Section 1 – That Section 78-111, "Definitions," is hereby amended to read as
follows:

Note: language which is **bold, underlined** has been added; language which is
[bracketed, stricken] has been removed.

"Sec. 78-111. – Definitions.

The following words, terms and phrases, when used in this division, shall have the
meanings ascribed to them in this section, except where the context clearly indicates a
different meaning:

Agency means a political subdivision, governmental agency, public or private
school, college or university.

Business district means the area contained within, and bounded by, the streets
which comprise both the south side and north side business districts as defined in section
106-5.

**Owner means the registered owner of a motor vehicle, or a lessee of a motor
vehicle under a lease of six months or more as shown by the records of the state
department of revenue.**

Plainly audible means any sound produced by a sound amplification system from
either within a vehicle or such sound amplification system not located within a vehicle,
which clearly can be heard at a distance of 50 feet or more. Measurement standards shall

be by the auditory senses, based upon direct line of sight. Words or phrases need not be discernible, and bass reverberations are included. The motor vehicle may be stopped, standing, parked or moving on a street, highway, alley, parking lot or driveway.

Residential district means any area listed in Chapter 36 Land Development Code of the city, Article III Zoning Regulations, Division 4 District Regulations, Subdivision I Residential Districts, including: Single-family residential districts, residential town house districts, low-density multifamily districts, medium-density multifamily districts, high-density multifamily districts, and manufactured home community districts.

Sound amplification system means any radio, tape player, compact disc player, public address system, amplifier, loudspeaker or other electronic device used for the amplification of sound.

Sound-producing device means a radio, television, tape recorder, compact disc player or other digital player, phonograph, musical instrument or any other similar sound-producing instrument or device.”

Section 2 – That a new Section 78-116, “Vehicle owner responsibilities,” is hereby enacted as follows:

“Sec. 78-116. – Vehicle owner responsibilities.

(a) The owner or operator of a vehicle which is witnessed to be in violation of sections 78-112 or 78-113 shall be mailed a written notice of violation indicating the commencement of an action under this chapter. Within 30 days of the issuance of the notice of violation, a vehicle owner who receives a notice of violation must either pay the civil penalty as set forth in this chapter or request an administrative hearing. Failure to pay the civil penalty or to contest liability within 30 days shall be construed as an admission of liability. The city may also request an administrative hearing, and an administrative hearing may be held whether or not the vehicle owner responds to the notice of violation. The hearing shall be held in accordance with the procedures set forth in article X of the land development code and shall be held within 90 days of the request unless continued based on a showing of good cause. The hearing examiner, as appointed by the city manager, shall take evidence and determine if the facts support a finding of a violation. If the hearing examiner finds a violation occurred, an order shall be entered consistent with the remedies set forth in this chapter. The order of the hearing examiner shall be considered the same as an order of a municipal judge for purposes of enforcement of the order, except no penalty provided for in section 1-7 shall be imposed by the hearing examiner.

(1) The findings of the administrative court shall be based upon the following burdens:

a. The city shall show by a preponderance of the evidence:

79 1. That a motor vehicle was being operated or used;

80
81 2. That the operation or use of the motor vehicle was in violation of
82 sections 78-112 or 78-113; and

83
84 3. That the defendant is the owner of the motor vehicle in question;
85 thereafter and by operation of this section,

86
87 b. A rebuttable presumption shall be created that the owner of the motor
88 vehicle operated or used the vehicle in violation of sections 78-112 or 78-
89 113 and was the operator of the vehicle at the time and place the violation
90 was observed. In order to rebut this presumption, the owner must present
91 sufficient credible evidence to show that they were not the operator of the
92 vehicle at the time of the violation, which may include the identity of the
93 actual operator of the vehicle, that the motor vehicle was stolen, or that the
94 license plate displayed on the vehicle was stolen.

95
96 (b) In an administrative enforcement action for a violation of sections 78-112 or 78-113:

97
98 (1) An employee of the city police department will review the evidence to determine
99 if there is a violation of sections 78-112 or 78-113 that meets the city's burden as
100 outlined in subsection (b). If a positive determination of violation is made, a notice
101 of violation shall be served on the owner by mailing it to the owner's last known
102 address by first class mail, together with:

103
104 a. A copy of the statement of probable cause, which forms the basis of the
105 determination of violation;

106
107 b. A statement that the evidence has been reviewed and a determination of
108 a violation of sections 78-112 or 78-113 has been made;

109
110 c. A statement that the owner may request an administrative hearing under
111 subsection (a);

112
113 d. Information regarding where to go and who to contact for purposes of
114 reviewing the evidence, paying the civil penalty, or otherwise resolving the
115 administrative action; and

116
117 e. A warning that failure to pay the civil penalty or to contest liability within
118 30 days of the issuance of the notice of violation is an admission of liability.

119
120 (2) A notice of violation mailed under this section is presumed to have been
121 received by the owner or operator of the vehicle on the fifth day after the date the
122 violation notice is mailed. Upon receipt of the violation notice, the owner or operator
123 will be liable for the amount of the fine, unless the owner or operator requests a

hearing within 30 days of issuance of the citation and is found not to be in violation at said hearing.

(c) The penalty for a violation of sections 78-112 or 78-113 enforced through this section shall be a fine of \$100.00 and shall be a civil, non-point penalty, and shall not be punishable under section 1-7.

(d) If a person fails to pay the fine assessed under subsection (c), the order of the hearing examiner assessing the fine may be enforced in the same manner as other judgments, including enforcement under sections 488.5028 and 488.5030."

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

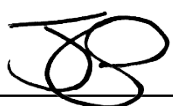
Section 4 – This Ordinance shall become effective immediately upon its passage.

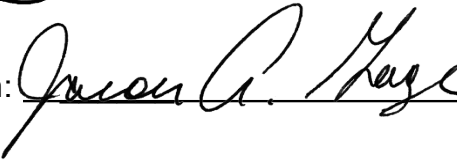
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, City Attorney

Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2024-237 (MCGULL, HOSMER, CARROLL, LE

FILED: 10/15/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 36-321, "Definitions," and Section 36-473, "Short-term rentals," of the City Code.

PURPOSE: To amend Section Section 36-321, "Definitions," and Section 36-473, "Short-term rentals," of the City Code.

BACKGROUND INFORMATION: On January 28, 2019, City Council passed General Ordinance 6497, which created the City of Springfield's first regulations governing short-term rentals; that same ordinance also added a definition of "short-term stay rentals" to Section 36-321 of the City Code. These regulations have not undergone any substantive changes since their adoption. Recognizing that the landscape of short-term rentals in Springfield has changed over the last five years, on February 26, 2024, City Council referred the review of the short-term rental ordinance to the City's Plans and Policies Committee.

On August 14, 2024, following several months of discussion and staff research, the City's Plans and Policies Committee recommended the amendments shown in Attachment 1 of the staff report, which include updating the definition of "short-term rental stay" to ensure consistency throughout the City Code; aligning City restrictions on type 1 short-term rentals with recent changes in State law regarding home occupations; changing the density restrictions and mechanism for administrative approval of type 2 short-term rentals; increasing the maximum number of type 3 short-term rentals potentially allowed on a single premises; shifting the authority to revoke, suspend, or deny a short-term rental permit to the Director of Planning and Development; shifting responsibility for collection of all City taxes from the host to the hosting platform; and codifying applicable penalties. In addition, minor wording changes were made to ensure consistency throughout the ordinance.

The Planning and Zoning Commission held a public hearing on these proposed amendments on October 10, 2024. During the public hearing, City staff offered additional changes, including the elimination of the appeal process; an increase in the protest percentage necessary for administrative denial; removal of the restrictions on who can be counted and comment during neighborhood meetings; and the addition of clear transferability and renewal requirements for nonconforming short-term rentals. These staff recommendations are shown in Attachment 2 of the staff report. The Planning and Zoning Commission recommended approval of the amendments, including the changes recommended by City staff, by a vote of 4 to 2.



Following guidance from City Council during a Council Lunch Workshop on Tuesday, October 29, 2024, the recommended changes regarding increasing the number of type 3 short-term rentals allowed on a premises was removed from the proposed amendment.

The Growth and Development Advisory Committee ("GDAC"), Downtown Springfield Association ("DSA"), Commercial Club, and all Registered Neighborhood Associations were notified of these amendments and public hearing dates for comment.

FINDINGS FOR STAFF RECOMMENDATION: Staff recommends approval of these text amendments, as passed by the Planning and Zoning Commission, based on their consistency with *Forward SGF*, the City of Springfield's Comprehensive Plan.

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 10/25/2024

Attachments:

1. CB 2024-236 STRs - CB
2. Short-Term Rental Amendments_exh A
3. Short-Term Rental Amendments_exh B

One-rdg. _____
P. Hrngs. _____
Pgs. 35
Filed: 10-29-24

Sponsored by: McGull, Hosmer, Carroll, Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-237 GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 36-321, "Definitions," and Section 36-473, "Short-term
2 rentals," of the City Code.
3
4

5 WHEREAS, Section 36-473, "Short-term rentals," of the City Code was referred
6 by City Council to the Plans and Policies Committee on February 26, 2024; and
7

8 WHEREAS, the Plans and Policies Committee adopted the amendments
9 contained herein as a recommendation to City Council on August 14, 2024; and
10

11 WHEREAS, the Planning and Zoning Commission held a public hearing on these
12 amendments on October 10, 2024, and recommended approval with additional changes
13 by a vote of 4 to 2, as shown in "Exhibit A," attached hereto and incorporated herein by
14 this reference.
15

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

19 Section 1 – That Section 36-321, "Definitions," of the City Code is hereby
20 amended by changing the definition of short-term rental to read as follows:
21

22 Note: language, which is **bold, underlined** has been added; language which is
23 [~~bracketed, stricken~~] has been removed.
24

25 "*Short-term rental*: The rental of an entire dwelling, or any portion thereof, for a period of
26 [~~not more~~]**less** than 30 **consecutive** days, where the owner is engaged in a contract for
27 the rental of that specific dwelling, or any portion thereof. Short-term rentals are further
28 categorized as Type 1, 2, or 3, and subject to the conditions set forth in this
29 **Code**[~~article~~]."
30

31 Section 2 – That Section 36-473, "Short-term rentals," of the City Code is hereby
32 amended to read as follows:
33

Note: language, which is **bold, underlined** has been added; language which is ~~[bracketed, stricken]~~ has been removed.

"Sec. 36-473. - Short-term rentals.

(1) *Short-term rental type 1.*

(a) This section **(1)** shall apply to a short-term rental use that:

1. Is rented for periods of less than 30 consecutive days; ~~[and]~~
2. Is located within a R-SF or R-TH zoning district; and
3. Is a~~[n owner-occupied primary]~~ **residential dwelling that is the primary residence of the short-term rental owner or operator.**~~[and is not rented for more than 95 days in a calendar year when the owner is absent from the premises; or]~~
4. ~~If the owner is present on the premise during the entire time it is rented, there is no limit on the number of rental days per year].~~

(b) The following provisions shall apply to a short-term rental type 1:

1. A short-term rental type 1 shall only be located in the primary structure or a historic carriage house per section 36-464~~[-]~~**;**
2. ~~[No exterior alterations that would change the single-family character of the short-term rental type 1, other than those necessary to ensure the safety of the structure, shall be made.]~~ **Annual business license shall be obtained;**
- ~~[3. No residential structure shall be removed for parking or to expand the short-term rental type 1.~~
4. ~~A short-term rental type 1 shall not be rented solely for receptions, parties, weddings or any similar activities.~~
5. ~~The owner of a short-term rental type 1 shall provide notification as required by subsection 36-472(4).~~
- ~~6.]~~ **3. It shall be a violation of this section for an owner to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 1 which is not in compliance with the provisions of this section.**

79 ~~(c) An affidavit certifying that the primary residence, legal accessory apartment or~~
80 ~~historic carriage house will not be rented for more than 95 days in a calendar year~~
81 ~~when the owner is absent from the premise.~~

82
83 ~~(d) Annual business license shall be obtained.]~~

84
85 *(2) Short-term rental type 2.*

86
87 (a) This section **(2)** shall apply to a short-term rental use that:

88
89 1. Is rented for periods of less than 30 consecutive days; ~~[and]~~

90
91 2. Is located within a R-SF or R-TH zoning district; and

92
93 3. Is not a~~[n owner-occupied]~~ **residential dwelling that is the primary**
94 **residence of the short-term rental owner or operator**~~[or is an owner-~~
95 ~~occupied primary residence, legal accessory apartment or historic carriage~~
96 ~~house and is rented for more than 95 days in a calendar year when the~~
97 ~~owner is absent from the premise].~~

98
99 ~~[(b) A certificate of occupancy shall be obtained in accordance with section 36-~~
100 ~~333, certificate of occupancy.~~

101
102 ~~(c) Annual business license shall be obtained.]~~

103
104 ~~[(d)]~~**(b)** The following provisions shall apply to a short-term rental type 2:

105
106 1. Density limitations: ~~[A short-term rental type 2 shall be limited to no more~~
107 ~~than one STR type 2 or bed and breakfast per eight residential structures~~
108 ~~on the block face in R-SF or R-TH districts. No STR type 2 shall be permitted~~
109 ~~on a block face with fewer than four residential structures unless an appeal~~
110 ~~is granted by city council (i.e. one to three: No STR; four to eight: One STR;~~
111 ~~nine to 15: One STR; 16 to 23: Two STR). For purposes of this section,~~
112 ~~block face shall be defined as one side of a street, from one intersection to~~
113 ~~the next, not including alleys. Residential structures' block face shall be~~
114 ~~determined by the mailing address assigned to each]~~ **No short-term rental**
115 **type 2 shall be located within five hundred (500) feet of another short-**
116 **term rental type 2, as measured by the shortest distance between the**
117 **two closest property lines[-];**

118
119 2. A short-term rental type 2 shall only be located in the primary structure or
120 a historic carriage house per section 36-464[.];

121
122 3. No exterior alterations that would change the single-family character of
123 the short-term rental type 2, other than those necessary to ensure the safety

of the structure, shall be made[.];

4. No residential structure shall be removed for parking or to expand the short-term rental type 2[.];

5. A short-term rental type 2 shall not be rented [~~solely~~] for receptions, parties, weddings, or any similar activities **on the property**[.];

6. The owner of a short-term rental type 2 shall provide notification as required by subsection 36-~~[23]~~**47**(4)[.];

7. A certificate of occupancy shall be obtained in accordance with section 36-333, certificate of occupancy;

8. Annual business license shall be obtained; and

~~[7-]~~**9.** It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 2 which is not in compliance with the provisions of this section.

~~([e])~~**c)** A short-term rental type 2 permit shall be required for short-term rental type 2 uses.

1. Application fee. A fee of \$350.00 or as set forth in the schedule of fees, shall accompany any short-term rental type 2 application and is in addition to the [~~license~~]**permit** and certificate of occupancy fee required by this section. The additional fee shall be for the costs of processing the application.

2. Applicant(s) shall hold a neighborhood meeting at the property involved in the application or in the immediate vicinity. Notice of the meeting shall be sent by first-class mail, postage paid, at least ~~[ten]~~**10** days prior to the meeting, to ~~[at least one record]~~ **the** owner of each real property within 500 feet of the short-term rental property, as shown on the records of the county assessor, **to the occupant of each real property within 500 feet of the short-term rental property, which may be addressed to "occupant" and mailed to the physical address,** and to the president or other association officer(s) of any neighborhood association(s) as on file with the director of planning and development.

3. Notice of the neighborhood meeting shall be posted by the applicant at least ~~[ten]~~**10** days prior to the meeting and 21 days after for a total of at least 31 days in conspicuous places on or in the immediate vicinity of the property which is the subject of the short-term rental type 2. One sign shall be posted

on each street frontage of the subject property. Additional signs or alternate posting locations may be required at the discretion of the director of the planning and development department. Such notice shall be at least 18 inches in height and 24 inches in width and shall contain the words "NEIGHBORHOOD MEETING" and in addition the date, time, and place of the public meeting, and a telephone number where additional information can be secured.

4. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. The meeting shall be scheduled from 4:00 p.m. to 6:30 p.m.

5. The mailing shall be performed by the planning and development department; however, the letters and envelopes themselves must be prepared, and postage placed on same by the applicant. The neighborhood letters shall be submitted to the planning and development department for mailing, in sufficient time to allow for mailing for at least ~~ten~~**10** days prior to the date of the neighborhood meeting. A file copy of the letter shall be provided to the planning and development department. The notice letter shall contain the following at a minimum and any additional information as required by the director of planning and development:

a. Description and details of proposed short-term rental operation including number of days per month to be rented and any other proposed changes[-];

b. Meeting date, time and location[-];

c. Applicant or their representative's contact information[-]; **and**

d. Information sheet provided by the city, **including notice that an owner of residential real property within 500 feet of the short-term rental property has 10 days from the date of the neighborhood meeting to submit a letter objecting to the short-term rental.**

6. No more than ~~ten~~**10** days following the neighborhood meeting, the applicant shall submit a summary of the meeting to the planning and development department using the following format as set forth below ("**meeting summary**"):

a. Meeting date, time and location[-];

b. Number of ~~[neighbors in attendance]~~**attending owners of residential real property within 500 feet of the short-term rental**

property, with an attached sign-in sheet[-];

c. List of issues raised, and any verbal comments from ~~[neighbors]~~attending owners of residential real property within 500 feet of the short-term rental property and how the applicant plans to respond[-]; and

d. Additional information, such as comment cards and letters from **owners of residential real property within 500 feet of the short-term rental** property neighbors shall be attached to the summary.

~~[e. Notarized affidavit containing signatures of at least 55 percent of adjacent residential property owners, including those adjoining and immediately across the street.]~~

7. If the applicant does not submit ~~[the information listed above]~~a complete meeting summary within ~~[ten]~~10 days of the neighborhood meeting, the application shall be considered incomplete, and the applicant will be required to conduct a new meeting.

~~8. [If the signatures of at least 55 percent of neighboring property owners cannot be secured the applicant may apply to the city council to obtain a resolution granting the STR type 2 permit]~~If at least two (2) or at least thirty percent (30%), whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be denied. If the application is denied for this reason, an applicant may file an appeal to the planning and zoning commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the planning and zoning commission shall be final for the purposes of Chapter 536, RSMo.

9. If the applicant submits a complete meeting summary and less than two (2) or less than thirty percent (30%), whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.

~~[9]~~10. The city shall have the authority from time to time to prepare forms to implement this section including ~~[a sample affidavit form,]~~ application forms, ~~[and]~~ forms for notice, forms for proof of ownership, and other appropriate requirements.

(3) *Short-term rental type 3.*

(a) This section **(3)** shall apply to a short-term rental use that:

1. Is rented for a period of less than 30 consecutive days; and
2. Is not located in an R-SF or R-TH zoning district, **but in a zoning district that allows residential uses.**

(b) The following provisions shall apply to a short-term rental type 3:

1. No more than two short-term rental type 3 units are allowed on a premises;

2. A short-term rental type 3 unit shall not be rented for receptions, parties, weddings, or any similar activities on the property;

~~[2.]~~ **3.** A short-term rental type 3 shall provide notification as required by subsection 36-47[23](4)[-];

~~[3. A short-term rental type 3 unit shall not be rented solely for receptions, parties, weddings or any similar activities.~~

~~4. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.]~~

~~[(e)]~~ **4.** A certificate of occupancy shall be obtained in accordance with section 36-333, certificate of occupancy[-];

~~[(d)]~~ **5.** Annual business license shall be obtained[-]; **and**

6. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.

(4) Short-term rental notification requirements.

(a) The owner of a short-term **type 2 or short-term rental type 3** rental shall post, conspicuously in each rental unit the following information:

1. The names and contact information of the person or persons responsible for the day-to-day operations of the short-term rental;

- 304 2. The certificate of occupancy and business license number;
305
306 3. The restrictions on noise applicable under section 36-485, noise
307 standards, including limitations on the use of amplified sound;
308
309 4. Any applicable parking restrictions;
310
311 5. Trash collection schedule; **and**
312
313 6. That the short-term rental unit may not be rented [solely] for receptions,
314 parties, weddings or other similar ~~[events]~~**activities on the property.**
315

316 *(5) Short-term rental revocation, suspension, or denial of a ~~[license]~~**permit.***
317

318 (a) The director of ~~[building development services]~~**planning and development**
319 may immediately revoke or suspend ~~[the]a~~ ~~[license]~~**permit**, or deny either the
320 issuance or renewal thereof, if it is found that:

321
322 1. The owner or operator failed to comply with the short-term rental
323 requirements in this section or any other city codes and ordinances. The
324 director may suspend, revoke, or deny an application to renew a short-term
325 rental ~~[license]~~**permit** for a period of 12 months. During that time, another
326 short-term rental may be established ~~[following the requirements]~~ **pursuant**
327 **to this section** and cause the revoked or denied short-term rental from
328 being re-established due to the ~~[separation requirement]~~ **density**
329 **limitation.**
330

331 2. The director of ~~[building development services]~~**planning and**
332 **development** may, in writing, suspend, deny, or revoke a ~~[license]~~**permit**
333 issued under provisions of this section whenever the ~~[license]~~**permit** is
334 issued on the basis of a misstatement of fact, fraud, or noncompliance with
335 this article.
336

337 3. When a short-term rental ~~[license]~~**permit** is denied by the director of
338 ~~[building development services]~~**planning and development**, written notice
339 shall be given of the denial to the owner, together with a brief written
340 statement of the reason for the denial. Such denials shall have referenced
341 the section of this article or other pertinent code used as a standard for the
342 basis of denial.
343

344 4. If the director of ~~[building development services]~~**planning and**
345 **development** denies, suspends, or revokes ~~[the]a~~ ~~[license]~~**permit**, the
346 owner may file an appeal request to ~~[city council]~~**the planning and zoning**
347 **commission. The decision of the planning and zoning commission**
348 **shall be final for the purposes of Chapter 536, RSMo.**

349
350 *(6) Transferability.*
351

352 (a) The owner of a ~~licensed~~**permitted** short-term rental may transfer the property
353 along with the permitted use to another, subject to the transferee completing an
354 application and providing all required information to the city. This transfer does not
355 trigger a new certificate of occupancy inspection by virtue of the transfer alone.
356

357 *(7) Implementation.*
358

359 (a) For the purpose of the implementation of the short-term rental uses and
360 fairness in dealing with potential conflicts based on density limitations. Applications
361 for short-term rentals shall commence two weeks after the passage of this
362 ordinance.
363

364 (b) Implementation and suspension of density limitations. Applicants filing an
365 application for a short-term rental type 2 within the first 30 days following passage
366 of this ordinance shall not be subject to the density limitations set forth in
367 subsection 36-~~23~~**47**(2)(~~d~~**b**)(1). Applications received after this initial period will
368 be subject to this density.
369

370 **(8) Hosting platform responsibilities.**
371

372 **(a) Definitions.**
373

374 **1. Booking transaction. Any reservation or payment service provided**
375 **by a person who facilitates a short-term rental transaction between a**
376 **short-term rental licensee and a transient guest.**
377

378 **2. Hosting platform. A person who participates in the rental of a short-**
379 **term rental by collecting or receiving a fee, directly or indirectly**
380 **through an agent or intermediary, for conducting a booking**
381 **transaction using any medium of facilitation.**
382

383 **3. Person. Any natural person, joint venture, joint stock company,**
384 **partnership, association, club, company, corporation, business trust,**
385 **limited liability company, or organization of any kind.**
386

387 **4. Short-term rental: see Sec. 36-321.**
388

389 **5. Short-term rental licensee: a person who holds a business license**
390 **for a short-term rental.**
391

392 **6. Transient guest. A person who occupies a room or rooms in a short-**
393 **term rental for less than 30 days during any calendar quarter.**

394
395 (b) Hosting platforms shall be responsible for collecting all applicable City
396 taxes and remitting the same to the City. The hosting platform shall be
397 considered an agent of the short-term rental licensee for tax collection and
398 remittance responsibilities as set forth in Chapter 70, Article V of this Code.

399
400 (c) Subject to applicable laws, hosting platforms shall disclose to the City on
401 a regular basis each short-term rental listing located in the City, the names
402 of the persons responsible for each such listing, the address of each such
403 listing, the length of stay for each such listing, and the price paid for each
404 stay.

405
406 (d) Hosting platforms shall not complete any booking transaction for any
407 property subject to this section unless it is licensed as a short-term rental at
408 the time the hosting platform receives a fee for the booking transaction.

409
410 **(9) Penalties.**

411
412 (a) Any violation of this section shall be punishable by a fine of not more
413 than \$1,000.00 or by imprisonment in jail for a period not exceeding 180 days,
414 or both such fine and imprisonment. The court shall not suspend imposition
415 of sentence for any violation of this section.

416
417 (b) Each day a violation continues shall be deemed a separate offense.

418
419 (c) Any person found guilty of a violation of this section shall be sentenced
420 to a minimum fine of \$500.00.

421
422 (d) Any person found guilty of a violation on this section who has previously
423 been found guilty of a violation of this section shall be sentenced to a
424 minimum fine of \$1,000.00."

425
426 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
427 phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect
428 the validity of the remaining portions of this Ordinance. City Council hereby declares that
429 it would have adopted the Ordinance and each section, subsection, sentence, clause, or
430 phrase thereof, irrespective of the fact that any one or more sections, subsections,
431 sentences, clauses, or phrases be declared invalid.

432
433 Section 4 – This Ordinance shall become effective immediately upon its passage.

434
435 Passed at meeting: _____

436
437 _____
438 Mayor

439
440
441
442
443
444
445
446
447
448

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 10, 2024

Short-Term Rental Text Amendment
Citywide

Applicant: City of Springfield

Mr. Neal stated that this is a request to amend the original 2019 Short-Term Rental regulations. Short-Term Rental Ordinance was approved by City Council and went into effect January 28th, 2019. On February 26, 2024, City Council referred the review of the Short-Term Rental ordinance to Plans and Policies Committee. Plans and Policies Committee recommended the proposed changes on August 14, 2024. These amendments will add, clarify, modify and remove language in the Short-Term Rental regulations that haven't been updated since the original ordinance was approved in 2019. Clarifications to the STR section has been made throughout the amendment proposal to provide consistency with the rest of the section and Zoning Ordinance.

Mr. Colony asked about the rentals in limbo, if the amendments will reduce the staff load, and if the majority of concerns and comments have been resolved or addressed.

Mr. Neal noted that they are not in limbo, but the total number processed, i.e., community fluctuations and not continuing their business license and that this amendment would help with the staff load on the amount of time and he noted that they believe that they have addressed the concerns and comments. We did receive comments about Short-Term Rental Type 3 from the Lodging Association about changing to allow for a percentage.

Mr. Crighton noted that we have received a letter from the Lodging Association, however we did not have time to address it, but feel that staff does not have a strong opinion on type-3 rentals and so if this body chooses to amend it, staff would be fine.

Mr. Colony noted that he does not agree with the Lodging Association and asked about the 500-foot distance and how to define neighbor.

Mr. Neal stated that it is meant to be very broad, just like a zoning case.

Mr. Pauly asked about code comparisons between different areas/cities noting that we are hitting some higher numbers and how does city view alleyways regarding adjacent properties.

Mr. Neal explained that some cities have opened-up short term rentals versus some cities have reduced the opportunity for them and gave example of Kansas City is being more restrictive and alleyways are considered to be adjacent.

Further discussion on short term rentals and home occupation statutes, i.e., front yard parking and back yard parking and differentiation between regulating the home as a STR, as a home occupation and regulation on what can be done on the lot.

Mr. Pauly also asked about potential changes to platforms, i.e., Airbnb, VRBO, etc. and who would be responsible for any violations in the future.

Mr. Neal stated that Building Development Services would be responsible for enforcement.

More discussion on type-3 STR's and currently there are 56 of them and mostly in the downtown area don't foresee a potential influx as stated.

Mr. Pauly noted that he believes this is heading in the right direction but has concerns raising the objection level from 30% to 45%.

Mr. Neal noted that some type of standards for appeals might be considered important.

Mr. Doennig asked if the staff looked at a more linear approach along streets rather than drawing a 500-foot radius.

Mr. Neal noted that they were looking into consideration for the easiest way to apply a separation requirement and gave the history of it how it was implemented.

Ms. Broekhoven asked if Plans and Policies/Planning and Zoning looked at the changes to type-1 STR's and if it was compared to the recent text amendment that was done for business licensing and if STR-1 have more freedom to operate throughout the city than compared to business licenses that are operating out of single-family residences.

Mr. Neal noted that he could not speak to anything specific, but the changes for STR-1 are to bring them in line on how the city is enforcing any home occupation or occupant occupation.

Ms. Broekhoven questioned how the city is hearing back on objections and noted that it sounds like "regrets only" RSVP and has concerns that the individual may not comprehend or understand what is being presented to them as an option.

Mr. Neal went over the current process of an appeal to City Council, i.e., letter to adjacent owners that have not consented, letters of objection to the mailing list (500-feet). He also noted that it hard to get people to respond but so there will be more appeals if they can't get the required consents.

Further discussion on different scenarios for clarification.

Mr. Colony asked if these scenarios are a different from regular rentals and Mr. Neal stated that it is more isolated to the short-term rental process.

Mr. Doennig noted again about the 500-foot radius and noted that even if their property had a tiny edge in the radius that would be excluded, and Mr. Neal noted that it is correct.

COMMISSION ACTION:

Planning and Zoning Commissioner Doennig moved to approve including staff comments for Short-Term Rental Text Amendment, Commissioner Colony seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Ridge, Commissioner Knuckles, and Commissioner Colony. Nays: Commissioner Pauly and Commissioner Doennig. Absent: Commissioner Lebeck, Commissioner Scott and Commissioner Gunther. Abstain: None.



Bob Hosmer, AICP
Planning Manager

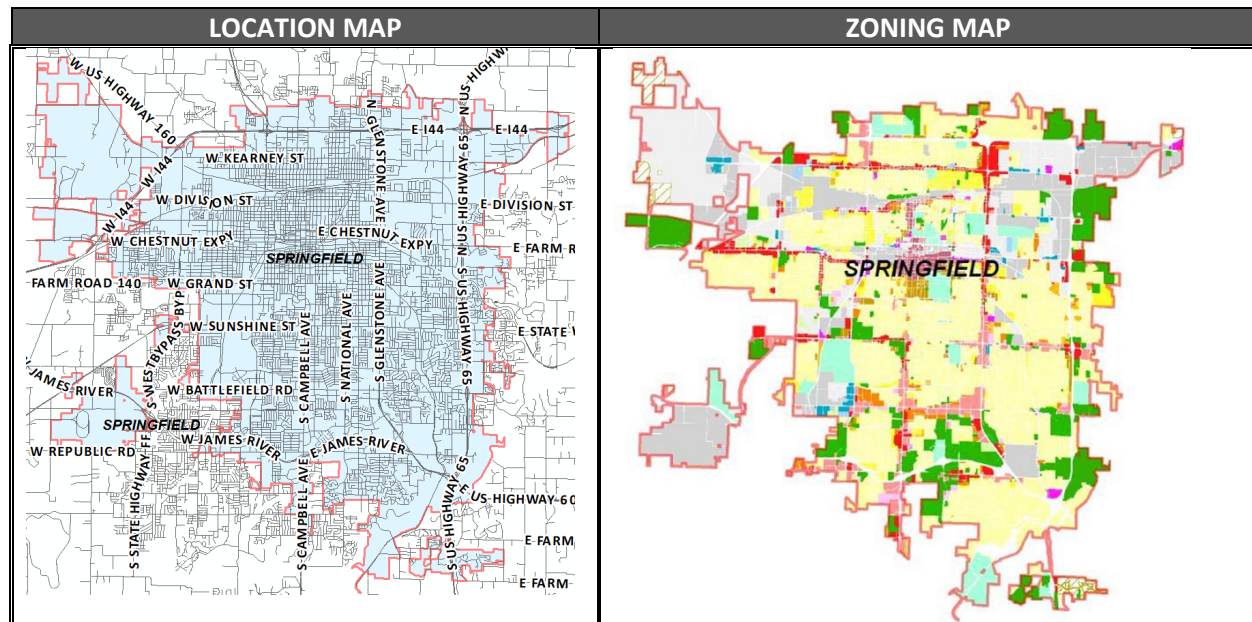


DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:	
Case Number:	Short-Term Rental Amendments
Location:	Citywide
Total Acres:	NA
Applicant:	City of Springfield
Existing Land Use:	NA
Neighborhood Meeting:	NA
Planning and Zoning Commission:	October 10, 2024
City Council:	November 4, 2024
Public Notification:	Legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the text amendment to Section 36-473 as set forth in Attachment 1 to the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to amend Sections 36-321, Definitions, and 36-473, Short-Term Rentals, that will add, clarify, modify and remove language in the Short-Term Rental regulations that haven't been updated since the original ordinance was approved in 2019.



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. Chapter 15, Implementation: The following actions and strategies establish the “next steps” to be taken after the adoption of the *Forward SGF Comprehensive Plan*. They will provide for the effective application of the Plan and continued community planning and investment, and ensure the Plan remains reflective of community needs and aspirations. They include:
2. Review and update the Land Development Code and other development controls to reflect policies presented in the *Forward SGF Comprehensive Plan*.
3. Regularly review and update the Plan to reflect current conditions and shifts in community priorities.

STAFF ANALYSIS AND RECOMMENDATION:

1. On August 14, 2024, the City Council’s Plans and Policies Committee recommended the following Short-Term Rental Amendments to the Zoning Ordinance in Attachment 1.
2. These amendments will add, clarify, modify and remove language in the Short-Term Rental regulations that haven’t been updated since the original ordinance was approved in 2019.
3. The subsection (1) and (2) of Section 36-473, Short-Term Rentals, Type 1 and 2 have been amended to align with recent changes to the State Statutes regarding Home Occupations Laws.
4. The Plans and Policies Committee recommended changing Subsection 2 to modify the density limitations from a 8 per block face density to a radial measurement of 500 feet from one STR Type 2 to another as measured by the shortest distance between the two property lines. This will reduce the number of STR Type 2 units that can be established in R-SF or R-TH residentially zoned areas. The current density limitations allow one STR Type 2 for each 8 lots on both sides of the street. Any block less than 4 lots are required to appeal to City Council.

DEVELOPMENT REVIEW STAFF REPORT

5. Changes to Subsection 2 include adding a neighborhood meeting notification to include occupants as well as property owners of real property. This expands the number of citizens that are notified of the STR Type 2 establishment and to invite both owners and occupants to the required neighborhood meeting. The neighborhood meeting summary will only need to include the number, list of issues and additional information like comment cards from attending owners of residential property within 500 feet of the STR rental property.
6. The Plans and Policies Committee proposed modifications to Subsection 2 that will remove the 55% consent of adjacent residential property owners to an administrative approval process. This process will prohibit STR Type 2, if at least 2 or at least 30%, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection no more than 10 days after the neighborhood meeting.
7. The Plans and Policies has proposed that if an application is denied by letters of objection that an applicant can file an appeal with the Planning and Zoning Commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the Planning and Zoning Commission shall be final for the purpose of Chapter 536, RSMo.
8. If the applicant submits a complete meeting summary and less than two (2) or less than thirty percent (30%), whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.
9. The Plans and Policies Committee is proposing changes to the Short-Term Rental Type 3's in regard to density of STR units in all other districts. It will allow a maximum of two units or ten percent of the units on a premises, whichever is greater to be established. The current code limits STR Type 3's to two units per premises.
10. The amendments include modifying the authority on the revocation, suspension or denial of STR permits. The director of Planning and Development instead of the director of Building Development Services will have the authority to revoke, suspend or deny STR permits that aren't in compliance with this article. Any appeals would go to Planning and Zoning Commission for a final decision.
11. The Plans and Policies changes include adding a hosting platform responsibilities section to the code. This will provide definitions and clearly assign hosting platforms the responsibility of collecting and remitting all applicable City taxes. Subject to applicable laws, hosting platforms shall disclose to the City on a regular basis each short-term rental listing located in the City, the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay. Penalties for violations of this section will be punishable by fines as described in the proposed ordinance.

DEVELOPMENT REVIEW STAFF REPORT

12. City staff is recommending changes to the Plans and Policies as submitted. These changes include removing the appeal process from the density limitations and increasing the percentage of owners required to object and deny a STR Type 2 application, removing the limitations on who can be counted or submit comments at the neighborhood meeting, and adding clear transferability and renewal requirements for nonconforming STR's (Attachment 2).
13. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
14. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.

STAFF RECOMMENDATION:

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

PLANNING AND ZONING OPTIONS:

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

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

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: The existing language is in black. Language to be added is underlined and to be removed is ~~stricken~~.

Sec. 36-321. – Definitions.

Short-term rental: The rental of an entire dwelling, or any portion thereof, for a period of ~~not more~~less than 30 consecutive days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. Short-term rentals are further categorized as Type 1, 2, or 3, and subject to the conditions set forth in this Code article.

Sec. 36-473. - Short-term rentals.

(1) Short-term rental *type 1*.

(a) This section (1) shall apply to a short-term rental use that:

1. Is rented for periods of less than 30 consecutive days; ~~and~~
2. Is located within a R-SF or R-TH zoning district; and
3. Is ~~an owner-occupied primary~~ residential dwelling that is the primary residence of the short-term rental owner or operator, and is not rented for more than 95 days in a calendar year when the owner is absent from the premises; or
4. ~~If the owner is present on the premise during the entire time it is rented, there is no limit on the number of rental days per year.~~

(b) The following provisions shall apply to a short-term rental type 1:

1. A short-term rental type 1 shall only be located in the primary structure or a historic carriage house per section 36-464;
2. ~~No exterior alterations that would change the single-family character of the short-term rental type 1, other than those necessary to ensure the safety of the structure, shall be made.~~
3. ~~No residential structure shall be removed for parking or to expand the short-term rental type 1.~~
4. ~~A short-term rental type 1 shall not be rented solely for receptions, parties, weddings or any similar activities.~~
5. ~~The owner of a short-term rental type 1 shall provide notification as required by subsection 36-472(4).~~
6. ~~It shall be a violation of this section for an owner to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 1 which is not in compliance with the provisions of this section.~~

~~(c) An affidavit certifying that the primary residence, legal accessory apartment or historic carriage house will not be rented for more than 95 days in a calendar year when the owner is absent from the premise.~~

~~(d) Annual business license shall be obtained; and.~~

3. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 1 which is not in compliance with the provisions of this section.

(2) Short-term rental *type 2*.

(a) This section (2) shall apply to a short-term rental use that:

1. Is rented for periods of less than 30 consecutive days; ~~and~~

2. Is located within a R-SF or R-TH zoning district; and

3. Is not ~~an owner-occupied residential dwelling that is the primary residence of the short-term rental owner or operator or is an owner-occupied primary residence, legal accessory apartment or historic carriage house and is rented for more than 95 days in a calendar year when the owner is absent from the premise.~~

~~(b) A certificate of occupancy shall be obtained in accordance with section 36-333, certificate of occupancy.~~

~~(c) Annual business license shall be obtained.~~

(b) The following provisions shall apply to a short-term rental type 2:

1. Density limitations: ~~A short term rental type 2 shall be limited to no more than one STR type 2 or bed and breakfast per eight residential structures on the block face in R-SF or R-TH districts. No STR type 2 shall be permitted on a block face with fewer than four residential structures unless an appeal is granted by city council (i.e. one to three: No STR; four to eight: One STR; nine to 15: One STR; 16 to 23: Two STR). For purposes of this section, block face shall be defined as one side of a street, from one intersection to the next, not including alleys. Residential structures' block face shall be determined by the mailing address assigned to each~~
no short-term rental type 2 shall be located within five hundred (500) feet of another short-term rental type 2, as measured by the shortest distance between the two closest property lines;:-

2. A short-term rental type 2 shall only be located in the primary structure or a historic carriage house per section 36-464_{;-}

3. No exterior alterations that would change the single-family character of the short-term rental type 2, other than those necessary to ensure the safety of the structure, shall be made_;

4. No residential structure shall be removed for parking or to expand the short-term rental type 2_;

5. A short-term rental type 2 shall not be rented ~~solely~~ for receptions, parties, weddings, or any similar activities on the property_;

6. The owner of a short-term rental type 2 shall provide notification as required by subsection 36-47~~23~~(4)_;

7. A certificate of occupancy shall be obtained in accordance with section 36-333, certificate of occupancy;

8. Annual business license shall be obtained; and

~~79.~~ It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary ~~to~~ to advertise or promote a short-term rental type 2 which is not in compliance with the provisions of this section_;

(ec) A short-term rental type 2 permit shall be required for short-term rental type 2 uses.

1. An application fee. ~~A fee of \$350.00 or~~ as set forth in the schedule of fees, shall accompany any short-term rental type 2 application and is in addition to the ~~permit~~license and certificate of occupancy fee required by this section. The additional fee shall be for the costs of processing the application.

2. Applicant(s) shall hold a neighborhood meeting at the property involved in the application or in the immediate vicinity. Notice of the meeting shall be sent by first-class mail, postage paid, at least ~~ten~~10 days prior to the meeting, to ~~at least one record~~the owner of each real property within ~~500~~500 feet of the short-term rental property, as shown on the records of the county assessor, to the occupant of each real property within 500 feet of the short-term rental property, which may be addressed to "occupant" and mailed to the physical address, and to the president or other association officer(s) of any neighborhood association(s) as on file with the director of planning and development_;

3. Notice of the neighborhood meeting shall be posted by the applicant at least ~~ten~~10 days prior to the meeting and ~~21~~ days after for a total of at least 31 days in conspicuous places on or in the immediate vicinity of the property which is the subject of the short-term rental type 2. One (One) sign shall be posted on each street frontage of the subject property. Additional signs or alternate posting

locations may be required at the discretion of the director of the planning and development department. Such notice shall be at least 18 inches in height and 24 inches in width and shall contain the words "NEIGHBORHOOD MEETING" and in addition the date, time, and place of the public meeting, and a telephone number where additional information can be secured.

4. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. The meeting shall be scheduled from 4:00 p.m. to 6:30 p.m.

5. The mailing shall be performed by the planning and development department; however, the letters and envelopes themselves must be prepared, and postage placed on same by the applicant. The neighborhood letters shall be submitted to the planning and development department for mailing, in sufficient time to allow for mailing for at least ~~ten~~10 days prior to the date of the neighborhood meeting. A file copy of the letter shall be provided to the planning and development department. The notice letter shall contain the following at a minimum and any additional information as required by the director of planning and development:

- a. Description and details of proposed short-term rental operation including number of days per month to be rented and any other proposed changes~~;~~;
- b. Meeting date, time and location~~;~~;
- c. Applicant or their representative's contact information; and;
- d. Information sheet provided by the city, including notice that an owner of residential real property within 500 feet of the short-term rental property has 10 days from the date of the neighborhood meeting to submit a letter objecting to the short-term rental.

6. No more than ~~ten~~10 days following the neighborhood meeting, the applicant shall submit a summary of the meeting to the planning and development department using the following format as set forth below ("meeting summary"):

- a. Meeting date, time and location~~;~~;
- b. Number of attending owners of residential real property within 500 feet of the short-term rental property,~~neighbors in attendance~~ with an attached sign-in sheet~~;~~;

c. List of issues raised~~ed~~ and; any verbal comments from attending owners of residential real property within 500 feet of the short-term rental property and how the applicant plans to respond; ~~and~~.

d. Additional information, such as comment cards and letters from owners of residential real property within 500 feet of the short-term rental property ~~neighbors~~ shall be attached to the summary.:-

~~e. Notarized affidavit containing signatures of at least 55 percent of adjacent residential property owners, including those adjoining and immediately across the street.~~

7. If the applicant does not submit a complete meeting summary~~the information listed above~~ within ~~ten~~10 days of the neighborhood meeting, the application shall be considered ~~incomplete~~incomplete, and the applicant will be required to conduct a new meeting.

~~8. If the signatures of at least 55 percent of neighboring property owners cannot be secured the applicant may apply to the city council to obtain a resolution granting the STR type 2 permit. If at least two (2) or at least thirty percent (30%), whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection no more than ten (10) days after the neighborhood meeting, the application shall be denied. If the application is denied for this reason, an applicant may file an appeal to the planning and zoning commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the planning and zoning commission shall be final for the purposes of Chapter 536, RSMo.~~

9. If the applicant submits a complete meeting summary and less than two (2) or less than thirty percent (30%), whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.

109. The city shall have the authority from time to time to prepare forms to implement this section including ~~a sample affidavit form~~, application forms, ~~and~~ forms for notice, forms for proof of ownership, and other appropriate requirements.

(3) Short-term rental *type 3*.

(a) This section (3) shall apply to a short-term rental use that:

1. Is rented for a period of less than 30 consecutive days; and

2. Is not located in an R-SF or R-TH zoning district, but in a zoning district that allows residential uses.

(b) The following provisions shall apply to a short-term rental type 3:

1. ~~No more than~~ A maximum of two units, or ten percent (10%) of the units on a premises, whichever is greater, may be used as two short-term rental type 3 units ~~are allowed on a premises;~~

2. A short-term rental type 3 unit shall not be rented for receptions, parties, weddings, or any similar activities on the property;

~~32.~~ A short-term rental type 3 shall provide notification as required by subsection 36-4723(4);

~~3. A short-term rental type 3 unit shall not be rented solely for receptions, parties, weddings or any similar activities.~~

~~4. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.~~

~~(e)~~ A certificate of occupancy shall be obtained in accordance with section 36-333, certificate of occupancy;

~~5. (d)~~ Annual business license shall be obtained; and

~~6. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.~~

(4) Short-term rental *notification requirements*.

(a) The owner of a short-term type 2 or short-term rental type 3 rental shall post, conspicuously in each rental unit the following information:

1. The names and contact information of the person or persons responsible for ~~the~~ or the day-to-day operations of the short-term rental;

2. The certificate of occupancy and business license number;

3. The restrictions on noise applicable under section 36-485, noise standards, including limitations on the use of amplified sound;

4. Any applicable parking restrictions;

5. Trash collection schedule; and

6. That the short-term rental unit may not be rented ~~solely~~ for receptions, parties, weddings or other similar activities on the property events.

(5) Short-term rental *revocation, suspension, or denial of a permitlicense*.

(a) The director of ~~planning and development~~building development services may immediately revoke or suspend ~~the permit~~license, or deny either the issuance or renewal thereof, if it is found that:

1. The owner or operator failed to comply with the short-term rental requirements in this section or any other city codes and ordinances. The director may suspend, revoke, or deny an application to renew a short-term rental permitlicense for a period of 12 months. During that time, another short-term rental may be established pursuant to this section and following the requirements and cause the revoked or denied short-term rental from being re-established due to the density~~separation~~limitation~~requirement~~.

2. The director of ~~building development services~~planning and development may, in writing, suspend, deny, or revoke a permitlicense issued under provisions of this section whenever the permitlicense is issued on the basis of a misstatement of fact, fraud, or noncompliance with this article.

3. When a short-term rental permitlicense is denied by the director of ~~building development services~~planning and development, written notice shall be given of the denial to the owner, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of this article or other pertinent code used as a standard for the basis of denial.

4. If the director of ~~building development services~~planning and development denies, suspends, or revokes ~~a permit~~the license, the owner may file an appeal request to the planning and zoning commission~~city council~~. The decision of the planning and zoning commission shall be final for the purposes of Chapter 536, RSMo.

(6) *Transferability*.

(a) The owner of a ~~permitted~~licensed short-term rental may transfer the property along with the permitted use to another, subject to the transferee completing an application and providing all required information to the city. This transfer does not trigger a new certificate of occupancy inspection by virtue of the transfer alone.

(7) *Implementation*.

(a) For the purpose of the implementation of the short-term rental uses and fairness in dealing with potential conflicts based on density limitations. Applications for short-term rentals shall commence two weeks after the passage of this ordinance.

(b) Implementation and suspension of density limitations. Applicants filing an application for a short-term rental type 2 within the first 30 days following passage of this ordinance shall not be subject to the density limitations set forth in subsection 36-47~~23~~(2)(~~db~~)(1). Applications received after this initial period will be subject to this density.

(8) Hosting platform responsibilities.

(a) Definitions.

1. Booking transaction. Any reservation or payment service provided by a person who facilitates a short-term rental transaction between a short-term rental licensee and a transient guest.

2. Hosting platform. A person who participates in the rental of a short-term rental by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.

3. Person. Any natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, limited liability company, or organization of any kind.

4. Short-term rental: see Sec. 36-321.

5. Short-term rental licensee: a person who holds a business license for a short-term rental.

6. Transient guest. A person who occupies a room or rooms in a short-term rental for less than 30 consecutive days during any calendar quarter.

(b) Hosting platforms shall be responsible for collecting all applicable City taxes and remitting the same to the City. The hosting platform shall be considered an agent of the short-term rental licensee for tax collection and remittance responsibilities as set forth in Chapter 70, Article V of this Code.

(c) Subject to applicable laws, hosting platforms shall disclose to the City on a regular basis each short-term rental listing located in the City, the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay.

(d) Hosting platforms shall not complete any booking transaction for any property subject to this section unless it is licensed as a short-term rental at the time the hosting platform receives a fee for the booking transaction.

(9) Penalties.

(a) Any violation of this section shall be punishable by a fine of not more than \$1,000.00 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. The court shall not suspend imposition of sentence for any violation of this section.

(b) Each day a violation continues shall be deemed a separate offense.

(c) Any person found guilty of a violation of this section shall be sentenced to a minimum fine of \$500.00.

(d) Any person found guilty of a violation on this section who has previously been found guilty of a violation of this section shall be sentenced to a minimum fine of \$1,000.00.

DEVELOPMENT REVIEW STAFF REPORT

Attachment 2

Staff's Recommendations based on Plans and Policies Proposed STR Amendments

1. Remove language specifying who is counted, allowed to make verbal comments or receive and submit additional information like comment cards and go back to the original language in Section 36-473(2)(c)6.
 6. No more than 10 days following the neighborhood meeting, the applicant shall submit a summary of the meeting to the planning and development department using the following format as set forth below (“meeting summary”):
 - a. Meeting date, time and location;
 - b. Number of neighbors in attendance ~~attending owners of residential real property within 500 feet of the short-term rental property~~, with an attached sign-in sheet;
 - c. List of issues raised and any verbal comments from neighbors attending owners of residential real property within 500 feet of the short-term rental property and how the applicant plans to respond; and
 - d. Additional information, such as comment cards and letters from neighbors ~~owners of residential real property within 500 feet of the short-term rental property~~ shall be attached to the summary.
2. Remove the appeal to Planning and Zoning Commission and raise the level of objection for denial of STR Type 2 from 30% to 45% of adjacent property owners which is the inverse of the 55% consent approval by adjacent property owners which currently exists in Section 36-473(2)(c)8. and 9.
 8. If at least two (2) or at least forty-five percent (45%) ~~thirty percent (30%)~~, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be denied. ~~If the application is denied for this reason, an applicant may file an appeal to the planning and zoning commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the planning and zoning commission shall be final for the purposes of Chapter 536, RSMo.~~
 9. If the applicant submits a complete meeting summary and less than two (2) or less than forty-five percent (45%) ~~thirty percent (30%)~~, whichever is greater, of

DEVELOPMENT REVIEW STAFF REPORT

adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.

3. Add and modify a clear transferability and renewal subsection for existing nonconforming STR uses in Section 36-473(6).

(6) *Transferability/Renewal.*

(a) The owner of a permitted short-term rental may transfer the property along with the permitted use to another within 30 days of the change in property ownership, subject to the transferee completing an application and providing all required information to the city. This transfer does not trigger a new certificate of occupancy inspection by virtue of the transfer alone.

(b) Nonconforming permitted short-term rentals are eligible for transferring of business ownership in the event of a change of property ownership. This will need to take place within 30 days of the change in property ownership.

(c) Nonconforming short-term rentals will be eligible for business license renewal provided they meet all of the other requirements of this section except the density limitations. Renewal of short-term rentals will be conducted by the Licensing Division of the Finance Department.

Attachment 3

From: [Bruce Adib-Yazdi](#)
To: [Neal, Daniel](#); Zoning@springfieldmo.gov
Cc: [Seminole Holland Neighborhood Association](#); nac.sgf.658
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Saturday, September 28, 2024 10:22:03 AM

Thanks for the opportunity to provide input Daniel.
From Seminole Holland Neighborhood:

We think we are already seeing more STRs than we'd like. No real problems per se but it sure seems like a bit of a land grab for some people that may just want to reserve their rights. And many homes seem 'absentee' with little activity. Which just removes a bit of energy from the neighborhood. Also it seems like we are seeing way too many of these having to be dealt with by City Council discussions.

We like that it would change to a protest model versus the current approval model.

We think the distance apart feature would help our neighborhood.

We may already have too many STRs in our own neighborhood, so an additional limitation beyond block face proximity and distance proximity may be appropriate. Maybe a maximum % density based on # of households in an established neighborhood association boundary.

Bruce Adib-Yazdi
Seminole Holland Neighborhood Association - President
417-848-6001 (cell)

On Wed, Sep 25, 2024 at 2:22 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

City Council's Plans and Policies Committee has recommended changes (attached) to the Short-Term Rental regulations, Section 36-473, of the Zoning Ordinance. These changes include:

1. Removing unnecessary or redundant language throughout the section
2. Clarifying language throughout the section
3. Removing language that conflicts with existing State statutes
4. Installing a protest petition model instead of a consent model for STR Type 2 approval and appeal
5. Changing density limitations from a block face density to a distance proximity requirement in STR Type 2's
6. Modifying the STR Type 3's (i.e., those STRs not in R-SF or R-TH) to allow a maximum of two unit's or ten percent of units on a premises, whichever is greater
7. Changing the enforcement of this section from BDS to Planning and Development
8. Adding a 'Hosting platform responsibilities' and 'Penalties' sections to the STR requirements ordinance

The Planning and Zoning Commission will have a public hearing on the proposed text amendments on, October 10, 2024, and the City Council will have public hearing on these same amendments on, November 4, 2024. Please see agendas when posted online for details

From: [Eric Pauly](#)
To: [Neal, Daniel](#)
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Sunday, September 29, 2024 4:19:26 PM

Hello Mr. Neal,

Thank you for the information you have provided regarding potential changes to STR language. I do have some comments regarding Section 36-473 STR redline.

In 1,b, 3 the line " No residential structure shall be removed for parking or to expand the shortterm rental type 1.' has been stricken. Is this due to the Type 1 STR's located in R-SF or R-TH would not be allowed to create a parking location within a R-SF or R-TH and therefore be redundant? I see that the same information is kept in 2,b,4. Wouldn't it be better to keep the same language across both Type 1 and Type 2 and state that "No residential structure shall be removed for parking or to expand the shortterm rental type 1 or type 2". The continuity between these helps to clarify the expectations for potential STR's in R-SF and R-TH. It may also be beneficial to include the same language for Type 3 for continuity's sake and to head off any potential issues in the future.

Looking at Type 1, 1,b,4 Type 2 2,b,5, Type 3 3,b,2, and Notification Requirements 4,a,6 regarding "A short-term rental shall not be rented solely for receptions, parties,weddings or any similar activities.". This has been removed from Type 1 under 1,b,4 but kept under Type 2 2,b,5 and added under Type 3, 3,b,2 as NOT allowed for Type 2 and Type 3. In Notification Requirements 4,a,6 it states "That the short-term rental unit may not be rented for receptions, parties,weddings or other similar activities on the property." That becomes a bit confusing and might be better served to state in Types 1, 2 and 3, "That the short-term rental unit may not be rented for receptions, parties,weddings or other similar activities on the property." and remove it (or leave it to reiterate), in the Notification Requirements section.

Thank you for your attention to these concerns.

Eric Pauly
PNA

On Wed, Sep 25, 2024 at 2:22 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

City Council's Plans and Policies Committee has recommended changes (attached) to the Short-Term Rental regulations, Section 36-473, of the Zoning Ordinance. These changes include:

1. Removing unnecessary or redundant language throughout the section
2. Clarifying language throughout the section
3. Removing language that conflicts with existing State statutes
4. Installing a protest petition model instead of a consent model for STR Type 2 approval and appeal
5. Changing density limitations from a block face density to a distance proximity requirement in STR Type 2's
6. Modifying the STR Type 3's (i.e., those STRs not in R-SF or R-TH) to allow a maximum of two unit's or ten percent of units on a premises, whichever is greater
7. Changing the enforcement of this section from BDS to Planning and Development

From: [Becky Volz](#)
To: [Neal, Daniel](#)
Subject: Re: Comments Requested - Proposed Text Amendments to P&Z and CC
Date: Sunday, September 29, 2024 2:28:10 PM

Daniel,

I have one comment on the language...on page 4, #4 regarding the times for the neighborhood meeting:
I'm suggesting you use the language in the "Best Practices" document on pages 3 and 10 that reads:
The "open house style" meeting shall be scheduled from 4:00 P.M. and 6:30 P.M.

Often neighbors interpret the 4:00 to 6:30 timeframe to mean the neighborhood meeting will last that long.

One more: on page 8 under Definitions, #6, would it be beneficial to add the word 'consecutive' after 31? It seems to be more consistent with the definition of short term rental to reaffirm that the limit of rented days to a guest are consecutive.

Becky Volz
NAC
417-880-4210

On Wed, Sep 25, 2024 at 2:22 PM Neal, Daniel <dneal@springfieldmo.gov> wrote:

City Council's Plans and Policies Committee has recommended changes (attached) to the Short-Term Rental regulations, Section 36-473, of the Zoning Ordinance. These changes include:

1. Removing unnecessary or redundant language throughout the section
2. Clarifying language throughout the section
3. Removing language that conflicts with existing State statutes
4. Installing a protest petition model instead of a consent model for STR Type 2 approval and appeal
5. Changing density limitations from a block face density to a distance proximity requirement in STR Type 2's
6. Modifying the STR Type 3's (i.e., those STRs not in R-SF or R-TH) to allow a maximum of two unit's or ten percent of units on a premises, whichever is greater
7. Changing the enforcement of this section from BDS to Planning and Development
8. Adding a 'Hosting platform responsibilities' and 'Penalties' sections to the STR requirements ordinance

The Planning and Zoning Commission will have a public hearing on the proposed text amendments on, October 10, 2024, and the City Council will have public hearing on these same amendments on, November 4, 2024. Please see agendas when posted online for details at: <https://springfieldmo.portal.civicclerk.com/>

If you have any questions or concerns, please, feel free to contact our department by emailing us at Zoning@springfieldmo.gov. If you do respond please **"don't reply to all"**.



Dear Council Member,

I am writing on behalf of the Springfield Hotel and Lodging Association (SHLA) to formally express our strong opposition to the proposed amendments to the Short Rental Ordinance the Springfield Planning Commission put forth. A small group of SHLA Board Members were appreciative to meet with Councilmen Abe McGull regarding our position. He has encouraged us to get this information to the other Council Members on the Short-Term Rental Legislative Committee.

Our primary concern lies with the proposed changes to Section 36-473 (3)(b)1, which seeks to allow either two units or up to ten percent (10%) of total units on a premises to be designated as short-term rental type 3 units. This substantial modification could have several detrimental effects, jeopardizing our hotel and short-term rental market and adversely impacting the broader Springfield community.

We wish to outline the following specific objections:

- **Market Saturation:** According to city data, there are currently 28,542 rental units in Springfield. The new ordinance could create 2,854 new short-term rentals (STRs), significantly saturating the existing market. Without new demand generators, this oversupply would have a profoundly negative effect on current STRs and hotels. Springfield hotels historically maintain 59-62% occupancy, while apartments historically maintain greater than 90% occupancy.
- **Impact on Revenue:** With national travel expected to remain flat in 2025, increasing only in Average Daily Rate (ADR), adding more inventory may not increase demand and could drive down ADR in Springfield. This could negatively impact our market's lodging tax revenue for 2025.
- **Workforce Challenges:** A portion of our hospitality workforce relies on the availability of affordable rental housing. The proposed removal of 10% from Springfield's rental inventory and rising rental rates could severely hinder our ability to attract and retain a skilled workforce.
- **Community Discontent:** Existing tenants may be dissatisfied with the influx of STRs in their neighborhoods, leading to potential relocations outside the city. This trend would

further challenge our efforts to maintain a stable workforce.

- **Tax Collection Difficulties:** The city's current efforts to collect lodging taxes from STRs have yielded mixed results. This new measure will complicate tracking and collection processes, potentially decreasing revenue.
- **Data Tracking Issues:** The proposed changes will make tracking travel patterns for STR users increasingly tricky. This could skew data, suggesting a decline in local travel and adversely affecting our ability to secure state and federal funding for essential projects and attract new opportunities to the region.
- **Regulatory Oversight:** Implementing this ordinance raises questions about whether these facilities require a lodging license. If so, we need clarity on who will be responsible for issuing, tracking, and inspecting the additional inventory added to the market, especially as our current resources are already stretched thin.

While we acknowledge additional concerns regarding the impact on the Springfield community, we sincerely appreciate your attention to our opposition to these proposed changes. We welcome the opportunity to discuss this matter further. Please feel free to reach out if you would like to engage in a dialogue. I can be reached at shelleyc@hiespringfield.com or directly at 417-447-7034 for any additional information regarding our position.

I appreciate your consideration.



Shelley R Copeland
President SHLA Board of Directors



EXPLANATION TO COUNCIL BILL 2024-238 (HORTON)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance amending the Commercial Street Tax Increment Financing ("TIF") Redevelopment Plan to remove certain properties from the Redevelopment Area; accepting a deposit into the Commercial Street TIF Special Allocation Fund in connection with approval of said First Amendment to offset the subsequent reduction of future payments in lieu of taxes ("PILOTs") into the Special Allocation Fund; and directing the City Manager, or designee, to implement such changes to the Commercial Street TIF Redevelopment Plan.

PURPOSE: To approve the First Amendment to the Commercial Street Tax Increment Financing ("TIF") Redevelopment Plan to remove certain properties from the Redevelopment Area, accept a deposit into the Commercial Street TIF Special Allocation Fund in connection with approval of said First Amendment to offset the subsequent reduction of future payments in lieu of taxes ("PILOTs") into the Special Allocation Fund, and direct staff to implement such changes to the Redevelopment Plan.

BACKGROUND INFORMATION: The Commercial Street TIF Redevelopment Plan was approved by the City Council on April 7, 2008, by Special Ordinance 25373. The Redevelopment Area encompasses approximately 56 acres, generally bounded by the BNSF Railroad to the north, East and West Pacific Streets to the south, North Clay Avenue and North Ozark Avenue to the east, and North Douglas Avenue to the west. The TIF has a 23-year term and is set to expire in 2031. It is a pay-as-you-go TIF, meaning that the City Council allocates TIF revenues to certain projects outlined in the TIF Redevelopment Plan as funds become available. Since 2008, the TIF has captured and redirected over \$2.2 million in payments in lieu of taxes ("PILOTs") and economic activity taxes ("EATs") into the Special Allocation Fund and allocated nearly \$1.7 million of such funds toward TIF projects. The TIF has funded the following projects to date:

- Frisco Lane Improvements
- Streetscapes
- Commercial Street Façade Loan Program
- Blaine Street Improvements (resurfaced)
- Improve Alleyways
- Directional Signage
- Public Parking Lots
- Public Art
- Gateways/Entryways

- Footbridge Plaza Schematic Design

On April 8, 2024, the City Council passed Special Ordinance 27975 approving the Redevelopment Plan for the Commercial-Pacific Street Redevelopment Area. It comprises 17 parcels encompassing approximately 7.46 acres generally located along the south side of the 400-500 blocks of East Commercial Street, the east side of the 1600-1700 blocks of North Jefferson Avenue, and the west side of the 1600-1700 blocks of North Benton Avenue. The northern two-thirds (14 parcels, 4.91 acres) of the Redevelopment Area are located inside the Commercial Street TIF Redevelopment Area.

The Redevelopment Plan proposes to redevelop the Area in phases for mixed-use and multi-family residential use. More specifically, it divides the Area into the following individual Redevelopment Project Areas:

Pacific South Project Area

- Location: Generally located along the south side of East Pacific Street between North Jefferson Avenue and North Benton Avenue.
- Type: New construction
- Description: 72 townhouse dwelling units with on- and off-street parking in accordance with Planned Development District No. 386 (approved by City Council on July 24, 2023, via General Ordinance 6800).

540 E Commercial Project Area

- Location: Generally located at the southwest corner of East Commercial Street and North Washington Avenue.
- Type: New construction
- Description: Mixed-use building with ground-floor retail, restaurant, and office, and ADA accessible multi-family residential dwelling units; multi-family residential dwelling units on the upper floors; and limited off-street parking

Missouri Hotel Project Area

- Location: South side of the 400 and 500 blocks East Commercial Street (408-500 E Commercial Street)
- Type: Rehabilitation
- Description: Rehabilitate the historic Missouri Hotel as a boutique hotel with a restaurant, bar, spa, and other amenities; and rehabilitate the adjacent buildings along East Commercial Street for restaurant, retail, office, and hotel accessory uses.

Pacific North Project Area

- Location: Generally bounded by East Blaine Street to the north, East Pacific Street to the south, North Benton Avenue to the east, and North Jefferson Avenue to the west.
- Type: New construction
- Description: Mixed use development with over 200 multi-family residential dwelling units, ground-floor office/retail space, and off-street parking.

The Redevelopment Plan provides a framework for individual projects within the Redevelopment Area to receive up to 25 years of partial real property tax abatement under Chapter 353, RSMo. Currently, the Plan only authorizes such abatement for the Pacific South Project Area, which is located entirely outside the Commercial Street TIF boundaries. Property tax abatement for the remaining project areas will be subject to future amendments to this Plan or separate redevelopment plans, which shall be approved by the City Council before redevelopment activities commence. Furthermore, the Redevelopment Plan explicitly states that no properties located inside the TIF shall be authorized to receive real property tax abatement pursuant to Chapter 353, RSMo, unless the Commercial Street TIF has been duly amended to exclude such properties located therein.

To enable the use of Chapter 353 partial real property tax abatement to facilitate redevelopment within the three remaining redevelopment project areas (Pacific North, Missouri Hotel, and 540 E Commercial), Staff have prepared and filed the First Amendment to the Commercial Street TIF Redevelopment Plan. This Amendment modifies the Commercial Street TIF boundaries by removing approximately 4.91 acres thereof which overlap the Commercial-Pacific Street Redevelopment Area. To offset the subsequent reduction in TIF revenues in connection with this amendment, the Developer has agreed to a buyout of the remaining TIF PILOTs in the amount of \$212,506.21 that would otherwise go to the TIF. The Developer has deposited these funds with the City, which are being held in escrow until the City Council acts on this Amendment. If the Amendment is approved, the funds shall be deposited into the TIF Special Allocation fund to be used for TIF projects. If the amendment is denied, the funds shall be immediately refunded to the Developer without interest or penalty.

REMARKS: The City of Springfield's Economic Development Incentives Policy Manual discourages Chapter 353 partial real property tax abatement within approved TIFs because it conflicts with the intent of the TIF Act to capture the incremental increase in taxes to fund TIF projects. The boundaries of the Commercial Street TIF must, therefore, be amended to exclude the Commercial-Pacific Street Redevelopment Area before such tax abatement may be authorized. To offset the subsequent loss of TIF revenues associated with the removal of properties, the Developer will buyout the estimated remaining PILOTs. A buyout of the remaining EATs is not being considered



because the properties being removed have neither currently nor historically generated sales taxes since the TIF was established.

The proposed \$212,506.21 buyout represents an amount equal to the estimated total remaining PILOTs that the subject properties would otherwise make if they remained in the TIF. It was calculated by taking the total incremental assessed valuation of the 14 parcels comprising the remainder of the Redevelopment Area for the 2023 tax year (\$558,915) and multiplying that by the average tax levy (\$5.4316/\$100 assessed valuation) for the last seven tax years (2017–2023) to arrive at the average amount contributed by these parcels to the TIF District annually (\$30,358.03). This number was then multiplied by seven (representing the remaining life of the TIF District in years) to arrive at the TIF buyout amount of \$212,506.21.

Staff finds the TIF buyout to be fair and equitable. The Developer is prepaying the remaining PILOTs it would be required to make now, rather than annually over the remainder of the TIF. The amount is not adjusted to account for the time value of money and will be deposited in one lump sum, thus providing an immediate influx of TIF revenues that can be used to accelerate funding of TIF projects. The City hired Forvis Mazars, LLP, to conduct an independent, third-party review of the TIF buyout, and they concluded that the methodology and calculations were sound.

The First Amendment to the Commercial Street TIF Redevelopment Plan will facilitate blight removal and redevelopment by enabling the Developer to pursue Chapter 353 partial real property tax abatement for the remaining redevelopment project areas within the Commercial-Pacific Street Redevelopment Area. Property tax abatement within these areas will be subject to future amendments to the Redevelopment Plan for the Commercial-Pacific Redevelopment Area or separate redevelopment plans, which shall be approved by the City Council before redevelopment activities commence.

A public hearing before the Springfield Tax Increment Financing Advisory Commission (TIF Commission) to consider the First Amendment to the Commercial Street TIF Redevelopment Plan and the \$212,506.21 TIF buyout was duly held on September 19, 2024, and continued to October 7, 2024. Following the public hearing, the TIF Commission unanimously approved a resolution recommending City Council approval of the First Amendment and acceptance of the TIF buyout by a vote of 7-0.

Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 10/25/2024

Attachments: 1. First Amendment to Commercial Street TIF

2. First Amendment to Commercial Street TIF_exh1
3. First Amendment to Commercial Street TIF_exh2
4. First Amendment to Commercial Street TIF_exh3
5. Exhibit 4 TIF Commission Hearing Exhibits

One-rdg. _____
P. Hrngs. _____
Pgs. 21
Filed: 10-29-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-238

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Commercial Street Tax Increment Financing ("TIF") Redevelopment
2 Plan to remove certain properties from the Redevelopment Area;
3 accepting a deposit into the Commercial Street TIF Special Allocation
4 Fund in connection with approval of said First Amendment to offset
5 the subsequent reduction of future payments in lieu of taxes
6 ("PILOTs") into the Special Allocation Fund; and directing the City
7 Manager, or designee, to implement such changes to the Commercial
8 Street TIF Redevelopment Plan.
9 _____

10
11 WHEREAS, the Commercial Street Tax Increment Financing ("TIF")
12 Redevelopment Plan was approved by City Council on April 7, 2008, by Special
13 Ordinance 25373; and
14

15 WHEREAS, the Redevelopment Area encompasses approximately 56 acres,
16 generally bounded by the BNSF Railroad to the north, East and West Pacific Streets to
17 the south, North Clay Avenue and North Ozark Avenue to the east, and North Douglas
18 Avenue to the west; and
19

20 WHEREAS, the Commercial Street TIF has a 23-year term and is set to expire in
21 2031; and
22

23 WHEREAS, the Commercial Street TIF is a "pay-as-you-go" TIF, with City
24 Council allocating TIF revenues to certain projects outlined in the Commercial Street
25 TIF Redevelopment Plan as funds become available; and
26

27 WHEREAS, since 2008, the Commercial Street TIF has captured and redirected
28 over \$2.2 million in payments in lieu of taxes ("PILOTs") and economic activity taxes
29 ("EATs") into the Special Allocation Fund, and has allocated nearly \$1.7 million of such
30 funds toward TIF projects; and
31

WHEREAS, on April 8, 2024, City Council passed Special Ordinance 27975, approving the Redevelopment Plan for the Commercial-Pacific Street Redevelopment Area; and

WHEREAS, the Commercial-Pacific Street Redevelopment Area encompasses 17 parcels containing approximately 7.46 acres generally located along the south side of the 400 and 500 blocks of East Commercial Street, the east side of the 1600 and 1700 blocks of North Jefferson Avenue, and the west side of the 1600-1700 blocks of North Benton Avenue; and

WHEREAS, the Commercial-Pacific Street Redevelopment Plan divides the area into four (4) individual project areas, including the Pacific North Project Area, the 540 East Commercial Street Project Area, the Missouri Hotel Project Area, and the Pacific North Project Area; and

WHEREAS, the northern two-thirds of the Commercial-Pacific Street Redevelopment Area, containing 14 parcels, approximately 4.91 acres, and three of the four individual project areas, are located within the Commercial Street TIF Redevelopment Area; and

WHEREAS, the Commercial-Pacific Street Redevelopment Plan provides a framework for the individual project areas to receive up to 25 years of partial real property tax abatement under Chapter 353, RSMo.; and

WHEREAS, currently, only the Pacific South Project Area, which lies entirely outside the boundaries of the Commercial Street TIF boundaries, has been authorized for such partial real property tax abatement; and

WHEREAS, the Commercial-Pacific Street Redevelopment Plan states that no properties located within the Commercial Street TIF boundaries shall be authorized to receive real property tax abatement pursuant to Chapter 353, RSMo., unless the Commercial Street TIF boundaries are duly amended to exclude such properties; and

WHEREAS, the First Amendment to the Commercial Street TIF Redevelopment Plan was submitted on July 10, 2024, as shown in "Exhibit 1," attached hereto and incorporated herein by this reference; and

WHEREAS, a buyout of the estimated remaining TIF PILOTs in the amount of \$212,506.21 has been proposed and deposited with the City and is being held in escrow, as shown in "Exhibit 2" and "Exhibit 3," both attached hereto and incorporated herein by this reference; and

WHEREAS, an internal audit assessment of the buyout was conducted by Forvis Mazars and showed the calculations to be accurate, as shown in "Exhibit 4," attached hereto and incorporated herein by this reference; and

78 WHEREAS, the Tax Increment Financing Advisory Commission met on October
79 7, 2024, and voted unanimously to recommend approval of the First Amendment to the
80 Commercial Street TIF Redevelopment Plan to exclude the necessary properties and
81 accept the TIF buyout; and

82
83 WHEREAS, if this amendment is approved, these escrowed funds shall be
84 deposited into the TIF Special Allocation fund to be used for TIF projects and the
85 remaining three Commercial-Pacific Street Project Areas shall become eligible for
86 application for real property tax abatement pursuant to Chapter 353 RSMo.

87
88 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
89 SPRINGFIELD, MISSOURI, as follows, that:

90
91 Section 1 – City Council hereby approves the First Amendment to the
92 Commercial Street Tax Increment Financing (“TIF”) Redevelopment Plan to remove 14
93 parcels totaling approximately 4.91 acres from the Commercial Street TIF District, as
94 shown in “Exhibit 1,” attached hereto and incorporated herein by this reference.

95
96 Section 2 – City Council hereby authorizes the City Manager, or designee, to
97 accept the proposed buyout of remaining TIF Payments in Lieu of Taxes (“PILOTS”) in
98 the amount of \$212,506.21 and to deposit such funds into the Commercial Street TIF
99 Special Allocation Fund.

100
101 Section 3 – City Council hereby directs the City Manager, or designee, to
102 implement such changes to the Commercial Street TIF Redevelopment Plan.

103
104 Section 4 – The sections of this Ordinance shall not be severable. In the event
105 any section of this Ordinance is found by a court of competent jurisdiction to be invalid,
106 the remaining sections of this Ordinance shall also be deemed to be invalid.

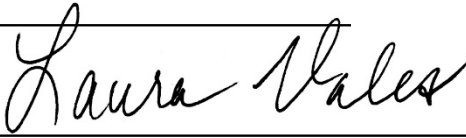
107
108 Section 5 – This Ordinance shall be in full force and effect from and after
109 passage.

110
111
112 Passed at meeting: _____

113
114 _____
115 Mayor

116
117 Attest: _____, City Clerk

118
119 Filed as Ordinance: _____

120
121 
122 Approved as to form: _____, Assistant City Attorney
123

124

125

Approved for Council action:

A handwritten signature in black ink, appearing to read "Juan A. Paez". The signature is written in a cursive style with a horizontal line underneath it.

, City Manager

**FIRST AMENDMENT TO THE
COMMERCIAL STREET
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN**

Springfield, Missouri

July 10, 2024

Capitalized terms shall have the meaning set forth in the Commercial Street Tax Increment Financing Redevelopment Plan (the “Original Redevelopment Plan”).

BACKGROUND

The Original Redevelopment Plan was adopted by the Springfield City Council on April 7, 2008 through the adoption of Special Ordinance 25373. The Redevelopment Area originally contained approximately 56 acres of real property generally bounded by the BNSF Railroad to the north, East and West Pacific Street to the south, North Clay Avenue and North Ozark Avenue to east, and North Douglas Avenue to the west.

SUMMARY OF THE FIRST AMENDMENT

This First Amendment amends the Original Redevelopment Plan by removing from the Redevelopment Area and the Redevelopment Project Area the property legally described on **Exhibit C** hereto (the “Removed Property”). The Removed Property includes approximately 4.91 acres of land and the improvements located thereon.

REVISIONS TO THE PLAN

Figure 1 in Appendix 1 in the Original Redevelopment Plan is hereby deleted and replaced with the map contained in **Exhibit A** hereto. The Plan is hereby amended by removal from the Redevelopment Area and the Redevelopment Project Area of the Removed Property, as shown on **Exhibit B** hereto and legally described on **Exhibit C** hereto. Appendix 2 in the Original Redevelopment Plan is hereby deleted and replaced with the legal description contained in **Exhibit D** hereto.

The remaining initial equalized assessed valuation for real property within the Redevelopment Area and the Redevelopment Project Area, after removal of the Removed Property, is \$3,552,275 as shown on **Exhibit E** hereto. There were no sales taxes produced within the boundaries of the Removed Property during 2007, the calendar year prior to the adoption of the redevelopment project under the Original Redevelopment Plan.

EXHIBIT A
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

*Map of Redevelopment Area and the Redevelopment Project Area
(after removal of the Removed Property)*

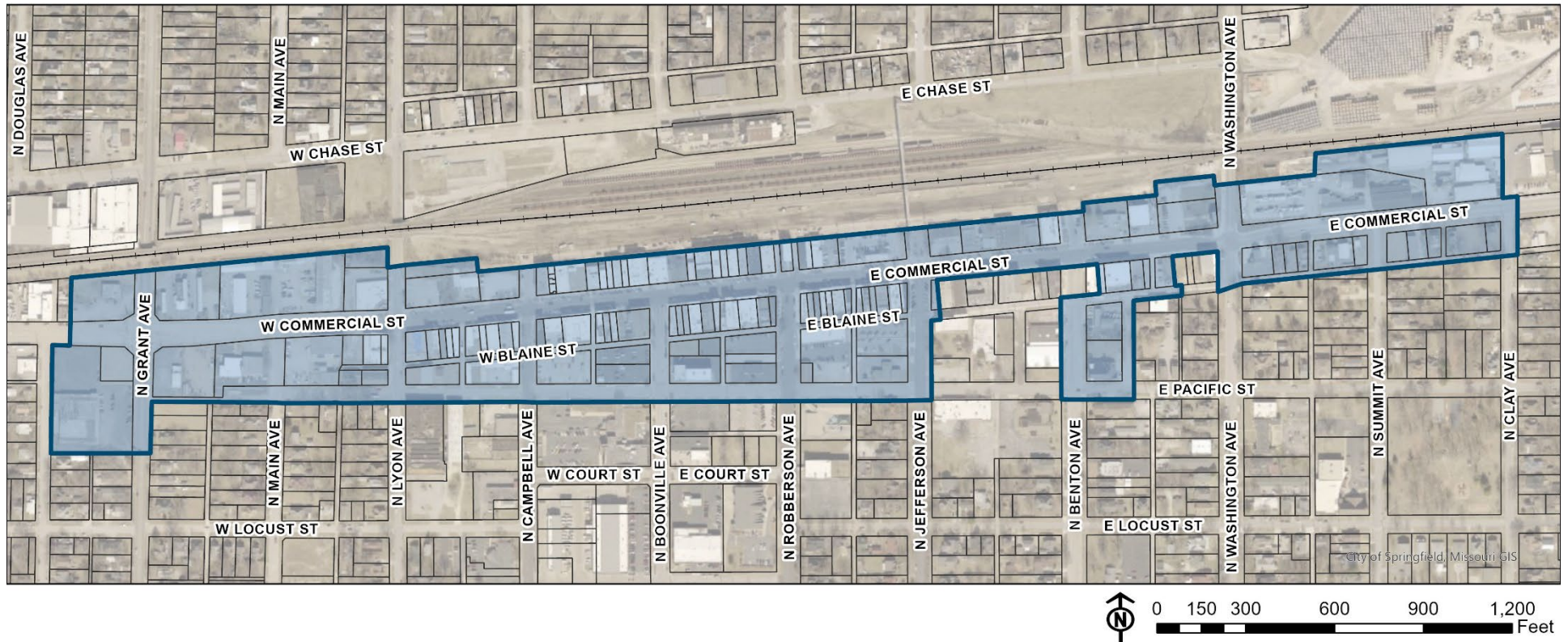


EXHIBIT B
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Map of Removed Property

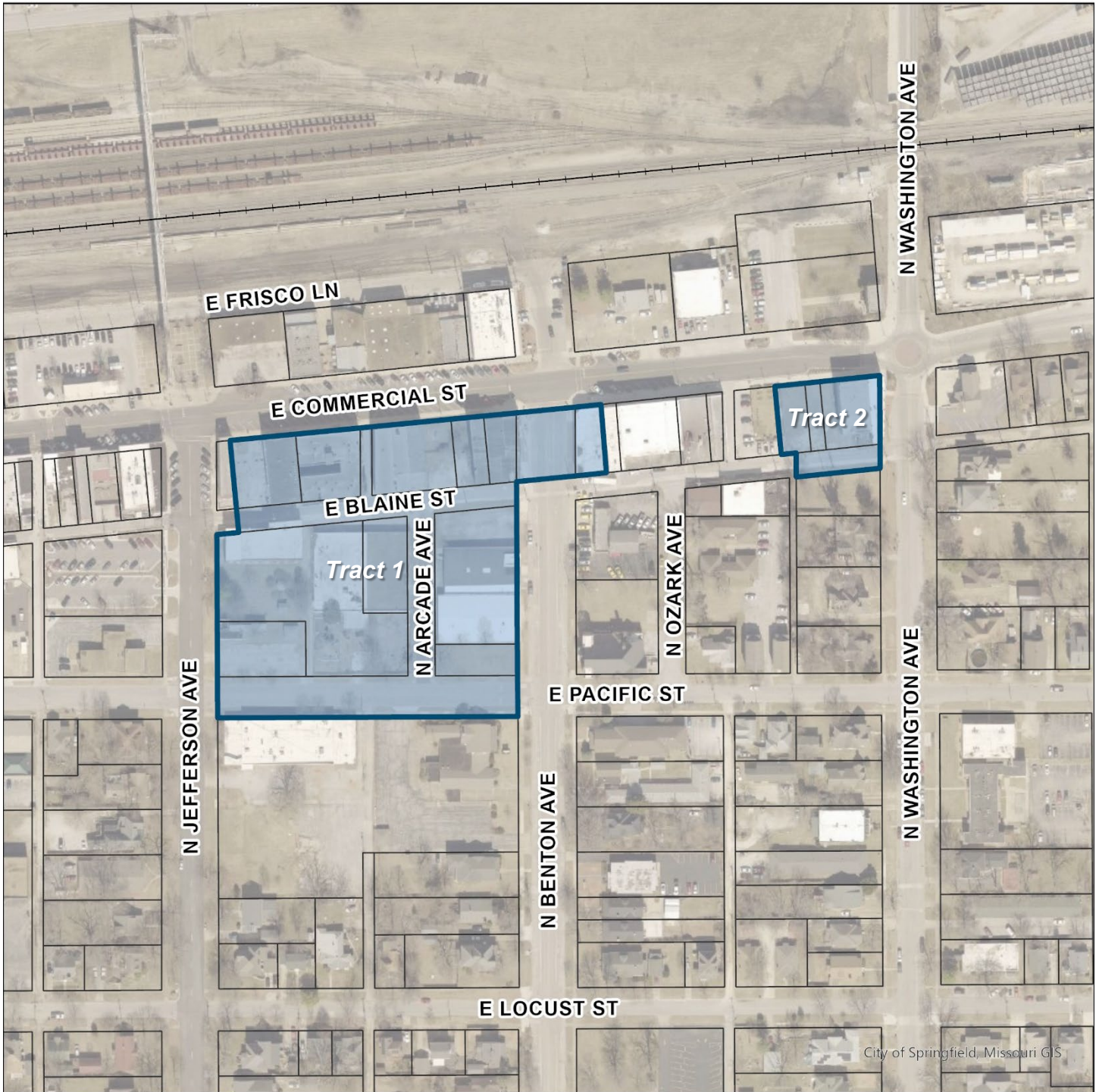
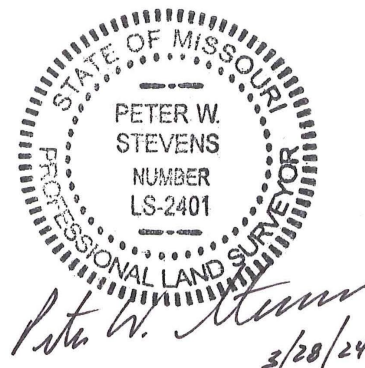


EXHIBIT C
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Legal Description of Removed Property

Tract 1:

A PART OF SECTION 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF BLOCK 28 OF THE PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 85 DEGREES 21 MINUTES 04 SECONDS EAST, 549.17 FEET TO THE NORTHEAST CORNER OF LOT 13 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE SOUTH 02 DEGREES 37 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 100.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, BEING ON THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 85 DEGREES 15 MINUTES 44 SECONDS WEST, 128.44 FEET TO THE SOUTHEAST CORNER OF LOT 27 OF BLOCK 28 OF SAID PLAT OF NORTH SPRINGFIELD, BEING AT THE NORTHWEST CORNER OF BLAINE STREET AND BENTON AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 51 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF BENTON AVENUE, 344.74 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 18 OF SAID PLAT OF NORTH SPRINGFIELD, BEING AT THE SOUTHWEST CORNER OF BENTON AVENUE AND PACIFIC STREET; THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET, TO THE NORTHWEST CORNER OF LOT 12 OF SAID BLOCK 18, BEING ON THE EAST RIGHT-OF-WAY LINE OF JEFFERSON AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02 DEGREES 05 MINUTES 05 SECONDS EAST, 60.02 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 28; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00 DEGREES 24 MINUTES 26 SECONDS EAST, 211.17 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET AS DEFINED IN A RIGHT-OF-WAY VACATION PER CITY OF SPRINGFIELD ORDINANCE NO. 1104; THENCE NORTH 85 DEGREES 59 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 32.89 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 11 OF SAID BLOCK 28; THENCE NORTH 04 DEGREES 42 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 132.30 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.



Tract 2

A PART OF SECTION 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 31 OF BLOCK 27 OF THE PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT BEING AT THE SOUTHWEST CORNER OF COMMERCIAL STREET AND WASHINGTON AVENUE; THENCE SOUTH 01 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, TO THE NORTHEAST CORNER OF LOT 32 OF SAID BLOCK 27, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE NORTH 01 DEGREES 38 MINUTES 34 SECONDS EAST, TO THE SOUTH LINE OF LOT 25 OF SAID BLOCK 27; THENCE SOUTH 85 DEGREES 15 MINUTES 44 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET, 21.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTH 03 DEGREES 28 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 99.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 25, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE NORTH 85 DEGREES 21 MINUTES 04 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 153.86 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.

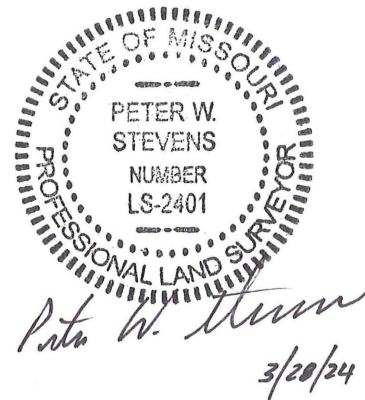


EXHIBIT D

To First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan

Legal Description of Redevelopment Area Boundary and Redevelopment Project Area Boundary (after removal of the Removed Property)

A PART OF SECTIONS 11 AND 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID CORNER BEING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF DOUGLAS AVENUE AND COMMERCIAL STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 5.00 FEET OF LOT 3 OF COMMERCIAL STREET ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE NORTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE RAILWAY, TO A POINT 587.89 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 597.86 FEET EAST OF SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF CLAY AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF LOT 36 OF FRISCO ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTHWEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 20 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID FRISCO ADDITION, TO THE NORTHWEST CORNER OF LOT 9 OF SAID FRISCO ADDITION; THENCE SOUTHWEST TO THE NORTHEAST CORNER OF LOT 21 OF BLOCK 26 OF THE FINAL PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTHWEST TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTHWEST TO THE NORTHEAST CORNER OF LOT 32 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, TO THE NORTHEAST CORNER OF LOT 31 OF SAID BLOCK 27; THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, TO THE NORTHWEST CORNER OF LOT 25 OF SAID BLOCK 27; THENCE SOUTH, TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 25, BEING THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET, A DISTANCE OF 21.66 FEET; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 32 OF SAID BLOCK 27, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE SOUTHWEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET TO A POINT 20 FEET WEST OF THE NORTHWEST CORNER OF LOT 56 OF SAID BLOCK 27, BEING ON THE EAST RIGHT-OF-WAY LINE OF OZARK AVENUE (PER CITY OF SPRINGFIELD RIGHT-OF-WAY VACATION ORDINANCE NO. 14006); THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, BEING 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 45 THROUGH 56 OF SAID BLOCK 27, AND ALONG ITS SOUTHERLY EXTENSION, TO THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 18 OF SAID PLAT OF NORTH SPRINGFIELD, BEING ON THE WEST RIGHT-OF-WAY LINE OF BENTON AVENUE; THENCE NORTH, ALONG SAID WEST RIGHT-OF-WAY

LINE OF BENTON AVENUE TO THE NORTHWEST CORNER OF BLAINE STREET AND BENTON AVENUE; THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET TO THE SOUTHEAST CORNER OF LOT 13 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 13, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF LOT 11 OF BLOCK 28 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 11, AND ALONG ITS SOUTHERLY EXTENSION, 132.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET AS DEFINED IN A RIGHT-OF-WAY VACATION PER CITY OF SPRINGFIELD ORDINANCE NO. 1104; THENCE SOUTHWEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 32.89 FEET TO THE EAST RIGHT-OF-WAY LINE, OF JEFFERSON AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF LOT 2 OF JENKIN'S ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE CONTINUING WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 16 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID JENKIN'S ADDITION, TO THE NORTHWEST CORNER OF LOT 3 OF SAID JENKIN'S ADDITION, BEING ON THE EAST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 31 AND 32 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION; THENCE WEST, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

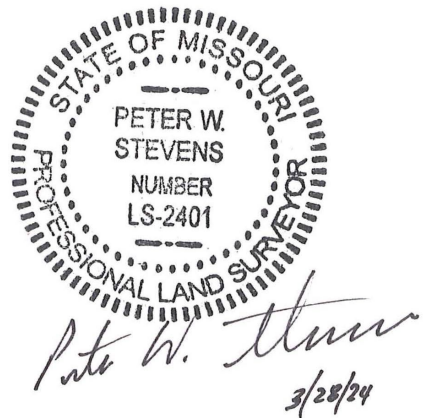


EXHIBIT E

To First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan

Calculation of Remaining Initial Equalized Assessed Value of Redevelopment Area (after removal of the Removed Property)

Initial Equalized Assessed Value of Removed Property:

Parcel ID Number	2007 Equalized Assessed Valuation
1312327001	\$45,510
1312327027	\$2,215
1312327029	\$1,940
1312324001	\$0
1312324002	\$0
1312324005	\$0
1312324023	\$0
1312324024	\$0
1312327024	\$0
1312324017	\$27,480
1312324018	\$58,050
1312324019	\$22,650
1312324022	\$0
1312324026	\$0
Total	\$157,845

Total Original Certified Initial Equalized Assessed Value:	\$3,710,120
Less Initial Equalized Assessed Value of Removed Property:	\$157,845

Initial Equalized Assessed Value of Remaining Redevelopment Area:	\$3,552,275
--	--------------------



Memorandum

To: Amanda Ohlensehlen, City of Springfield
Matthew Schaefer, City of Springfield

From: Spencer Fane LLP, on behalf of Missouri Hotel, LLC; 540 Commercial Partners, LLC; Historic Commercial Developments, LLC; and Titus Williams, LLC (collectively, the “Redevelopment Property Owners”)

Re: Commercial Street Tax Increment Financing (TIF) Buyout Agreement – Buyout Payment Proposal

Date: May 31, 2024 (*Updated June 25, 2024*)

I. Background

The Redevelopment Property Owners (defined above) and the City of Springfield (City) have been working cooperatively to facilitate the private redevelopment of certain real property owned by the Redevelopment Property Owners in and near the Commercial Street Historic District. Earlier this year, the Redevelopment Property Owners prepared and sought approval of the Commercial-Pacific Redevelopment Plan (Redevelopment Plan), which (i) established the Commercial-Pacific Redevelopment Area and (ii) authorized Chapter 353 tax abatement for one project within the Redevelopment Area (the residential townhome project known as Pacific South Townhomes). The Redevelopment Plan expressly reserved evaluation and approval of Chapter 353 tax abatement requests for future projects within the remainder of the Redevelopment Area on an case-by-case basis and only after the remainder of the Redevelopment Area had been excluded from the Commercial Street Tax Increment Financing District (TIF District). Springfield City Council approved the Redevelopment Plan on April 8, 2024 pursuant to Special Ordinance 27975.

Per City policy, before further Chapter 353 tax abatement requests may be made for additional projects within the Redevelopment Area, the remainder of the Redevelopment Area (consisting of 14 tax parcels) must be removed from the TIF District. City staff have indicated a willingness to assist with amending the TIF District Plan to remove the remainder of the Redevelopment Area from the TIF District provided that the Redevelopment Property Owners make a lump sum payment to the TIF District (TIF Buyout Payment) in an amount approximately equal to the amount the TIF District would have received had the Redevelopment Area parcels remained a part of the TIF District for the remaining 7 year life of the TIF District. In other words, the intention of this payment is to ensure the TIF District remains whole and is not disadvantaged by the removal of these parcels from the TIF District boundaries.

II. Buyout Calculation

With the above objectives in mind, the Redevelopment Property Owners propose to collectively make a TIF Buyout Payment of **\$212,506.21** to the TIF District as consideration for the City amending the TIF District Plan to exclude the remainder of the Redevelopment Area from the TIF District. This agreement will be documented in a TIF Buyout Agreement, the terms of which will be negotiated between the Redevelopment Property Owners and the City, with input from the TIF District stakeholders.

The above TIF Buyout Payment was calculated by taking the collective incremental assessed value of the 14 parcels comprising the remainder of the Redevelopment Area for the 2023 tax year (\$558,915) and multiplying that by the average tax levy (5.4316%) for the last 7 tax years (2017-2023)¹ to arrive at the average amount contributed by these parcels to the TIF District annually (\$30,358.03). This number was then multiplied by 7 (representing the remaining life of the TIF District in years) to arrive at the TIF Buyout Payment amount of \$212,506.21. Further and as an accommodation to the process, the TIF Buyout Payment does not take into the time-value of paying the TIF Buyout Payment in a lump-sum, as opposed to incremental payments over the remaining life of the TIF District.

The Redevelopment Property Owners will pay the TIF Buyout Payment to the City in a lump sum to be held in escrow by the City pursuant to the Escrow Letter Regarding TIF Amendment Deposit, pending the City Council's consideration and approval of the First Amendment of Commercial Street Tax Increment Financing Redevelopment Plan.

III. Conclusion

The Redevelopment Property Owners believe the TIF Buyout Payment presented above is appropriate, and represents a fair and reasonable estimation of the likely benefit to the TIF District were these parcels to remain a part of the TIF District for the remaining life of the TIF District. Further, the buyout has the added benefit of infusing a large, lump sum payment into the TIF District (rather than small, trickling payments over the next 7 years), which will hopefully enable the TIF District to pursue larger and more ambitious projects for the TIF District sooner.

Please contact us know if you have any questions or would like additional details.

¹ Note: Although assessed values tend to increase over time, levy rates fluctuate year-to-year. For this reason, we believe an average of the prior 7 years' levy rates was a reasonable estimation of the next 7 years' levy rates.

ESCROW LETTER REGARDING TIF AMENDMENT DEPOSIT

October __, 2024

To:
Finance Department
City of Springfield, Missouri
840 Boonville Ave.
Lower Level
Springfield, MO 65802

Re: Deposit relating to First Amendment of Commercial Street Tax Increment Financing
Redevelopment Plan

The undersigned (the “Developer”) has agreed to make a payment in the amount of \$212,506.21 (the “Deposit”) to the special allocation fund (the “Special Allocation Fund”) established for the Commercial Street Tax Increment Financing Redevelopment Plan (the “TIF Plan”) in consideration of the City’s approval of an amendment to the TIF Plan removing certain property from the TIF Plan and the redevelopment area described therein. The First Amendment of Commercial Street Tax Increment Financing Redevelopment Plan (the “Amendment”), approval of which would effect such changes, is on file with the City.

In order to guaranty payment of the Deposit amount to the City upon approval of the Amendment, the Developer is enclosing with this letter a check for the amount of the Deposit. The City is hereby instructed to cash said check and hold the Deposit in escrow pending City Council’s final consideration of the Amendment. Upon signature by the Mayor of an ordinance approving the Amendment, the City shall transfer the Deposit into the Special Allocation Fund, for application in accordance with the TIF Plan, as amended. If the City Council shall enter a final vote against approval of the TIF Plan or the Developer shall, in writing, withdraw the Amendment from consideration by City Council, the City shall return the Deposit to the Developer within 10 business days of such action. The City shall not be responsible to pay the Developer interest for the period during which it holds the Deposit.

[DEVELOPER LEGAL NAME]

By: _____
Name:
Title:

Acknowledged and accepted as of _____, 2024.

**CITY OF SPRINGFIELD, MISSOURI
FINANCE DEPARTMENT**

By: _____
Name:
Title:

EXHIBIT LIST

**FIRST AMENDMENT TO THE
COMMERCIAL STREET TAX INCREMENT FINANCING REDEVELOPMENT PLAN**

**TAX INCREMENT FINANCING COMMISSION PUBLIC HEARING
(Hearing opened September 19, 2024; continued to and closed on October 7, 2024)**

1. Roster of the Tax Increment Financing Commission
2. First Amendment to Commercial Street Tax Increment Financing Redevelopment Plan
3. Notice of TIF Commission public hearing sent to taxing districts on August 2, 2024, and return receipts
4. Affidavit of Publication for First Published Notice, published in *The Springfield News-Leader* on August 22, 2024
5. Notice of TIF Commission public hearing sent to taxpayers on September 3, 2024
6. Affidavit of Publication for Second Published Notice, published in *The Springfield News-Leader* on September 12, 2024
7. Sunshine Law Notice of TIF Commission Meeting posted at least four business days prior to opening of hearing
8. Sunshine Law Notice of TIF Commission Meeting posted at least 24 hours prior to continued hearing
9. Recommendation of TIF Commission

**Springfield Tax Increment Financing Advisory Commission
Roster for September 19, 2024 Meeting**

Appointing Body	Commissioner	Representation	Term
City of Springfield	Brian Fogle	at Large	5/31/2025
	Jim Schmidt	Library	5/31/2025
	Callie Carroll	City Council	5/31/2027
	Marshall Kinne	at Large	5/31/2027
	Debra Yeager	at Large	5/31/2027
	Aaron Rains	at Large	5/31/2027
Springfield R-12 School District	Travis Shaw	Springfield R-12	5/31/2027
	Cara Stassel	Springfield R-12	5/31/2026
Other Taxing Districts	Rob Rector	Other Taxing Districts	5/31/2027
Greene County	John Russell	Greene County	5/31/2026
	Bob Dixon	Greene County	5/31/2027

FIRST AMENDMENT TO THE COMMERCIAL STREET TAX INCREMENT FINANCING REDEVELOPMENT PLAN

Springfield, Missouri

July 10, 2024

Capitalized terms shall have the meaning set forth in the Commercial Street Tax Increment Financing Redevelopment Plan (the “Original Redevelopment Plan”).

BACKGROUND

The Original Redevelopment Plan was adopted by the Springfield City Council on April 7, 2008 through the adoption of Special Ordinance 25373. The Redevelopment Area originally contained approximately 56 acres of real property generally bounded by the BNSF Railroad to the north, East and West Pacific Street to the south, North Clay Avenue and North Ozark Avenue to east, and North Douglas Avenue to the west.

SUMMARY OF THE FIRST AMENDMENT

This First Amendment amends the Original Redevelopment Plan by removing from the Redevelopment Area and the Redevelopment Project Area the property legally described on **Exhibit C** hereto (the “Removed Property”). The Removed Property includes approximately 4.91 acres of land and the improvements located thereon.

REVISIONS TO THE PLAN

Figure 1 in Appendix 1 in the Original Redevelopment Plan is hereby deleted and replaced with the map contained in **Exhibit A** hereto. The Plan is hereby amended by removal from the Redevelopment Area and the Redevelopment Project Area of the Removed Property, as shown on **Exhibit B** hereto and legally described on **Exhibit C** hereto. Appendix 2 in the Original Redevelopment Plan is hereby deleted and replaced with the legal description contained in **Exhibit D** hereto.

The remaining initial equalized assessed valuation for real property within the Redevelopment Area and the Redevelopment Project Area, after removal of the Removed Property, is \$3,552,275 as shown on **Exhibit E** hereto. There were no sales taxes produced within the boundaries of the Removed Property during 2007, the calendar year prior to the adoption of the redevelopment project under the Original Redevelopment Plan.

EXHIBIT A
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

*Map of Redevelopment Area and the Redevelopment Project Area
(after removal of the Removed Property)*

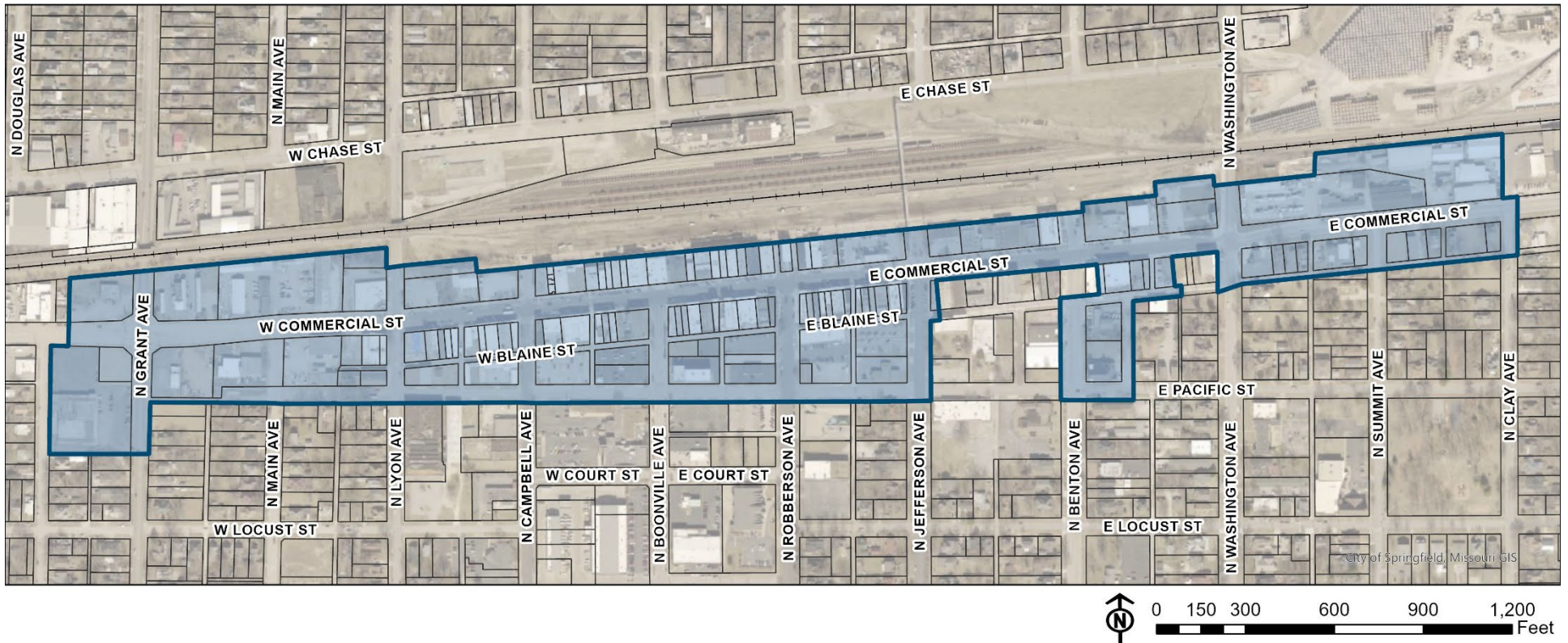


EXHIBIT B
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Map of Removed Property

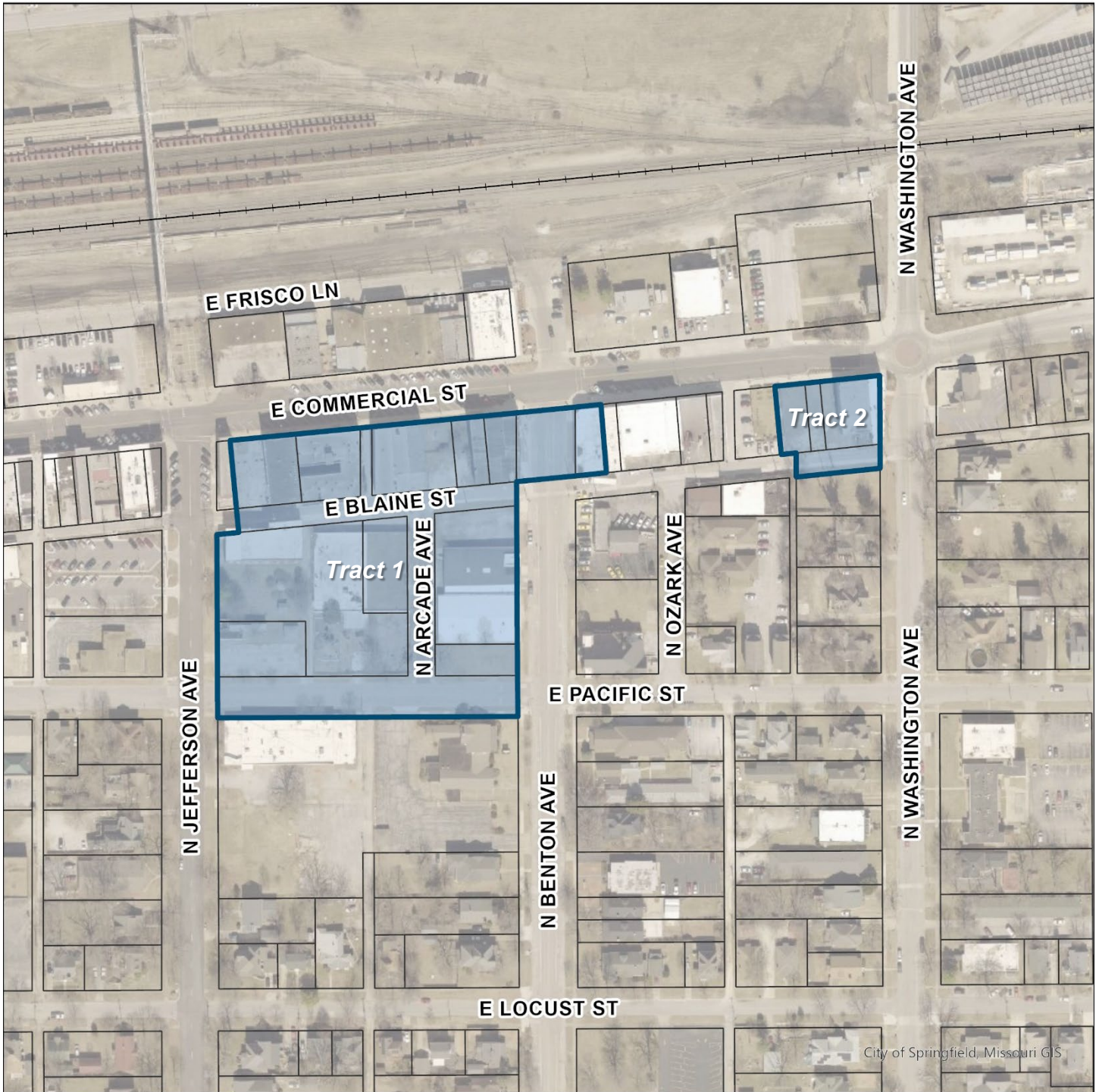
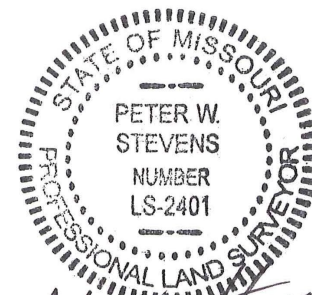


EXHIBIT C
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Legal Description of Removed Property

Tract 1:

A PART OF SECTION 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF BLOCK 28 OF THE PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 85 DEGREES 21 MINUTES 04 SECONDS EAST, 549.17 FEET TO THE NORTHEAST CORNER OF LOT 13 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE SOUTH 02 DEGREES 37 MINUTES 12 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 13, A DISTANCE OF 100.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13, BEING ON THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 85 DEGREES 15 MINUTES 44 SECONDS WEST, 128.44 FEET TO THE SOUTHEAST CORNER OF LOT 27 OF BLOCK 28 OF SAID PLAT OF NORTH SPRINGFIELD, BEING AT THE NORTHWEST CORNER OF BLAINE STREET AND BENTON AVENUE; THENCE SOUTH 01 DEGREES 50 MINUTES 51 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF BENTON AVENUE, 344.74 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 18 OF SAID PLAT OF NORTH SPRINGFIELD, BEING AT THE SOUTHWEST CORNER OF BENTON AVENUE AND PACIFIC STREET; THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET, TO THE NORTHWEST CORNER OF LOT 12 OF SAID BLOCK 18, BEING ON THE EAST RIGHT-OF-WAY LINE OF JEFFERSON AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02 DEGREES 05 MINUTES 05 SECONDS EAST, 60.02 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 28; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00 DEGREES 24 MINUTES 26 SECONDS EAST, 211.17 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET AS DEFINED IN A RIGHT-OF-WAY VACATION PER CITY OF SPRINGFIELD ORDINANCE NO. 1104; THENCE NORTH 85 DEGREES 59 MINUTES 44 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 32.89 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 11 OF SAID BLOCK 28; THENCE NORTH 04 DEGREES 42 MINUTES 21 SECONDS WEST, ALONG SAID WEST LINE, 132.30 FEET TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.



Peter W. Stevens
3/28/24

Tract 2

A PART OF SECTION 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 31 OF BLOCK 27 OF THE PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT BEING AT THE SOUTHWEST CORNER OF COMMERCIAL STREET AND WASHINGTON AVENUE; THENCE SOUTH 01 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, TO THE NORTHEAST CORNER OF LOT 32 OF SAID BLOCK 27, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE NORTH 01 DEGREES 38 MINUTES 34 SECONDS EAST, TO THE SOUTH LINE OF LOT 25 OF SAID BLOCK 27; THENCE SOUTH 85 DEGREES 15 MINUTES 44 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET, 21.66 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTH 03 DEGREES 28 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 25, A DISTANCE OF 99.76 FEET TO THE NORTHWEST CORNER OF SAID LOT 25, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE NORTH 85 DEGREES 21 MINUTES 04 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 153.86 FEET TO THE POINT OF BEGINNING.
BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.

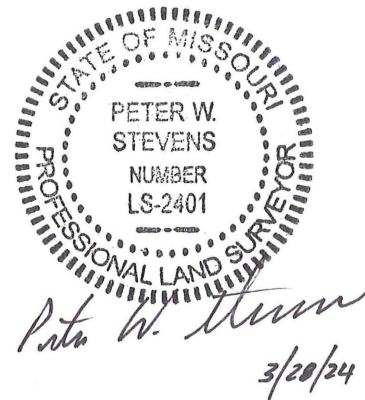


EXHIBIT D

To First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan

Legal Description of Redevelopment Area Boundary and Redevelopment Project Area Boundary (after removal of the Removed Property)

A PART OF SECTIONS 11 AND 12, IN TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 5 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID CORNER BEING AT THE SOUTHEAST CORNER OF THE INTERSECTION OF DOUGLAS AVENUE AND COMMERCIAL STREET; THENCE EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 5.00 FEET OF LOT 3 OF COMMERCIAL STREET ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE NORTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF THE RAILWAY, TO A POINT 587.89 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, 597.86 FEET EAST OF SAID WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF CLAY AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF LOT 36 OF FRISCO ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTHWEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 20 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID FRISCO ADDITION, TO THE NORTHWEST CORNER OF LOT 9 OF SAID FRISCO ADDITION; THENCE SOUTHWEST TO THE NORTHEAST CORNER OF LOT 21 OF BLOCK 26 OF THE FINAL PLAT OF NORTH SPRINGFIELD, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTHWEST TO THE NORTHWEST CORNER OF SAID LOT 21; THENCE SOUTHWEST TO THE NORTHEAST CORNER OF LOT 32 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE NORTH, ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON AVENUE, TO THE NORTHEAST CORNER OF LOT 31 OF SAID BLOCK 27; THENCE WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET, TO THE NORTHWEST CORNER OF LOT 25 OF SAID BLOCK 27; THENCE SOUTH, TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 25, BEING THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET, A DISTANCE OF 21.66 FEET; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 32 OF SAID BLOCK 27, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET; THENCE SOUTHWEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET TO A POINT 20 FEET WEST OF THE NORTHWEST CORNER OF LOT 56 OF SAID BLOCK 27, BEING ON THE EAST RIGHT-OF-WAY LINE OF OZARK AVENUE (PER CITY OF SPRINGFIELD RIGHT-OF-WAY VACATION ORDINANCE NO. 14006); THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, BEING 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 45 THROUGH 56 OF SAID BLOCK 27, AND ALONG ITS SOUTHERLY EXTENSION, TO THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK 18 OF SAID PLAT OF NORTH SPRINGFIELD, BEING ON THE WEST RIGHT-OF-WAY LINE OF BENTON AVENUE; THENCE NORTH, ALONG SAID WEST RIGHT-OF-WAY

LINE OF BENTON AVENUE TO THE NORTHWEST CORNER OF BLAINE STREET AND BENTON AVENUE; THENCE EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BLAINE STREET TO THE SOUTHEAST CORNER OF LOT 13 OF BLOCK 27 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE NORTH TO THE NORTHEAST CORNER OF SAID LOT 13, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF LOT 11 OF BLOCK 28 OF SAID PLAT OF NORTH SPRINGFIELD; THENCE SOUTH, ALONG THE WEST LINE OF SAID LOT 11, AND ALONG ITS SOUTHERLY EXTENSION, 132.30 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BLAINE STREET AS DEFINED IN A RIGHT-OF-WAY VACATION PER CITY OF SPRINGFIELD ORDINANCE NO. 1104; THENCE SOUTHWEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 32.89 FEET TO THE EAST RIGHT-OF-WAY LINE, OF JEFFERSON AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF PACIFIC STREET; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF LOT 2 OF JENKIN'S ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE CONTINUING WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF A 16 FEET WIDE ALLEY AS SHOWN ON THE FINAL PLAT OF SAID JENKIN'S ADDITION, TO THE NORTHWEST CORNER OF LOT 3 OF SAID JENKIN'S ADDITION, BEING ON THE EAST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 31 AND 32 OF DELANEY, GOFF'S, AND BOUSLOG'S ADDITION; THENCE WEST, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE; THENCE NORTH, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING.

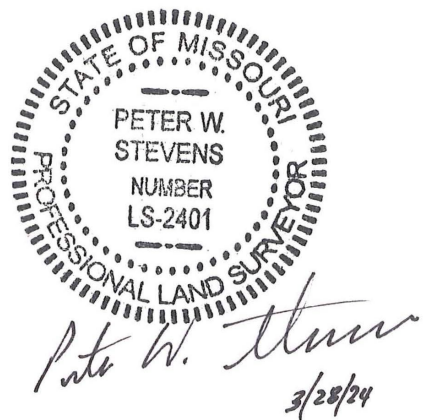


EXHIBIT E

To First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan

Calculation of Remaining Initial Equalized Assessed Value of Redevelopment Area (after removal of the Removed Property)

Initial Equalized Assessed Value of Removed Property:

Parcel ID Number	2007 Equalized Assessed Valuation
1312327001	\$45,510
1312327027	\$2,215
1312327029	\$1,940
1312324001	\$0
1312324002	\$0
1312324005	\$0
1312324023	\$0
1312324024	\$0
1312327024	\$0
1312324017	\$27,480
1312324018	\$58,050
1312324019	\$22,650
1312324022	\$0
1312324026	\$0
Total	\$157,845

Total Original Certified Initial Equalized Assessed Value:	\$3,710,120
Less Initial Equalized Assessed Value of Removed Property:	\$157,845

Initial Equalized Assessed Value of Remaining Redevelopment Area:	\$3,552,275
--	--------------------

Tax Increment Financing Commission of the City of Springfield, Missouri

**Notice of Public Hearing relating to the First Amendment to the
Commercial Street Tax Increment Financing Redevelopment Plan**

To: Taxing Districts (distribution list attached)

Date: August 2, 2024

Pursuant to Sections 99.825 and 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) will hold a public hearing at 11:00 a.m. on September 19, 2024, in the Councilman Denny Whayne Conference Room (4th Floor) at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan (the “Amendment”). The Commercial Street Tax Increment Financing Redevelopment Plan (the “Original Plan”) was approved by Ordinance No. 25373 adopted by City Council on April 7, 2008. The Original Plan included a redevelopment area that was generally bounded by N. Douglas Avenue to the west, BNSF Railway to the north, Clay Avenue and Ozark Avenue to the east, and Pacific Street to the south (the “Original Redevelopment Area”).

The purpose of the Amendment is to remove two tracts of land (the “Removed Property”) from the Original Redevelopment Area to allow for separate development. One tract of Removed Property is generally bounded by Jefferson Avenue to the west, Commercial Street to the north, Benton Avenue to the east and Pacific Street to the south. The other tract of Removed Property is generally bounded by buildings east of Benton Avenue to the west, Commercial Street to the north, Washinton Avenue to the east and Blaine Street to the south. A map of the Removed Property and the redevelopment area after removal of the Removed Property is included in the Amendment on file with the City Clerk, as described below.

A copy of the Original Plan and the Amendment is on file with the office of the City Clerk at City Hall, 840 Boonville Avenue, 4th Floor, Springfield, Missouri 65802, and may be reviewed by any interested party during business hours. All taxing districts receiving this notice are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing by mailing such comments to the City Clerk at the address above.

**ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT
THE PUBLIC HEARING.**

**Tax Increment Financing Commission of the
City of Springfield, Missouri**

Taxing Districts -- Distribution List

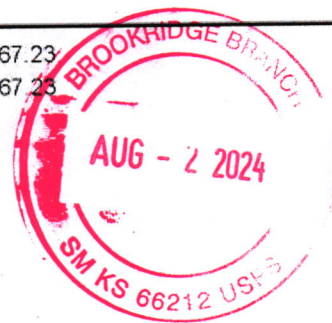
City of Springfield City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District President of Board of Directors 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Chancellor 1001 E. Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Board Chair 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Presiding Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County, Missouri 1 st District Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802	Greene County, Missouri 2 nd District Commissioner 1443 N Robberson Ave., 10 th Floor Springfield, MO 65802
Greene County Highway Department Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County, Missouri Assessor 940 Boonville, Room 37 Springfield, MO 65802	Greene County, Missouri Collector 940 Boonville, Room 107 Springfield, MO 65802
Missouri Department of Revenue Tax Administration Bureau 301 West High St. Jefferson City, MO 65101	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65101
Missouri Department of Economic Development Director 301 West High St. Jefferson City, MO 65101	Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102
State Tax Commission of Missouri 301 West High Street Jefferson City, MO 65102	Greene County Senior Citizens' Services Fund 940 N. Boonville Avenue, Room 210 Springfield, MO 65802
Commercial Street Community Improvement District 299 E Commercial St Springfield, MO 65803	

USPS Manifest Mailing System

Page 1

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7902	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
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9414814902829730019328 14917 COMMERCIAL TIF TX JUR	Springfield R-12 School District 1359 E St Louis St., Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730019335 14918 COMMERCIAL TIF TX JUR	Ozarks Technical Community College 1001 East Chestnut Expressway, Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730019342 14919 COMMERCIAL TIF TX JUR	Springfield-Greene County Library District 4653 S. Campbell Ave., Springfield, MO 65801	ERR C	0.690	2.62 4.85			8.16
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9414814902829730019380 14923 COMMERCIAL TIF TX JUR	Greene County Senior Citizens' Services Fund 940 N. Boonville Avenue, Room 210 Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
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Cumulative Totals	9		6.21	67.23			73.44



USPS Manifest Mailing System

Page 2

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7902	Class of Mail Mixed

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9414814902829730019465 14931 COMMERCIAL TIF TX JUR	Abilities First (County Disability Program) 3216 S. National Ave., Springfield, MO 65807	ERR C	0.690	2.62 4.85			8.16
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USPS Manifest Mailing System

Page 3

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number
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9414814902829730019502 14935 COMMERCIAL TIF TX JUR	Missouri Director of Revenue/County Tax Section 301 West High St., Jefferson City, MO 65101	ERR C	0.690	2.62 4.85			8.16
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Page Totals	3	2.07	52.41	24.48
Cumulative Totals	21	94.49	156.87	171.36

USPS CERTIFICATION
 Total Number Of Pieces Received 21 Round Stamp

Signature of Receiving Employee

PS Form 3877 (Facsimile)

Extra Service Codes:

C Certified

ERR Return Receipt

CMRD Certified Mail Restricted Delivery

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 11

City Clerk
City of Springfield
840 Boonville Ave.
Springfield, MO 65802

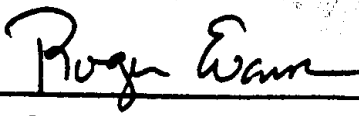
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0193 11. Our records indicate that this item was delivered on 08/08/2024 at 04:58 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	
Printed Name	Roger Evans

Address of Recipient :

Delivery Address	City of Springfield PO Box 8368
------------------	---------------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 28

Superintendent
Springfield R-12 School District
1359 E St Louis St.
Springfield, MO 65802

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 35

Chancellor
Ozarks Technical Community College
1001 East Chestnut Expressway
Springfield, MO 65802

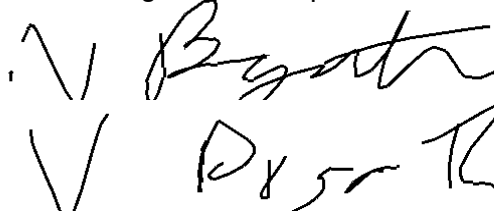
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

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Signature of Recipient :



Address of Recipient :

**1001 E CHESTNUT EXPY,
SPRINGFIELD, MO 65802**

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USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 42

Executive Director
Springfield-Greene County Library District
4653 S. Campbell Ave.
Springfield, MO 65801

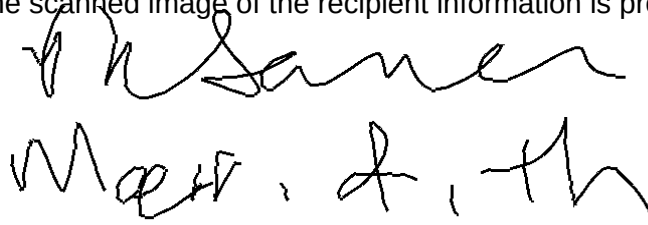
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

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Signature of Recipient :



Address of Recipient :

**4653 S CAMPBELL AVE,
SPRINGFIELD, MO 65810**

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United States Postal Service

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USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 59

1st District Commissioner
Greene County, Missouri
1443 N Robberson Ave
10th Floor
Springfield, MO 65802

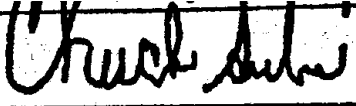
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

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Signature of Recipient :

Signature X	
Printed Name	

Address of Recipient :

Delivery Address	940/1010 Boonville
------------------	--------------------

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Sincerely,
United States Postal Service

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Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 66

Administrator
Greene County Highway Department
2065 N Clifton Ave
Springfield, MO 65803

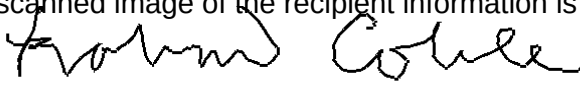
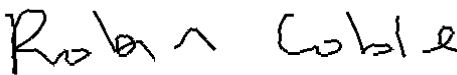
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0193 66. Our records indicate that this item was delivered on 08/07/2024 at 03:40 p.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

**2065 N CLIFTON AVE,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 73

Assessor
Greene County, Missouri
940 Boonville
Room 37
Springfield, MO 65802

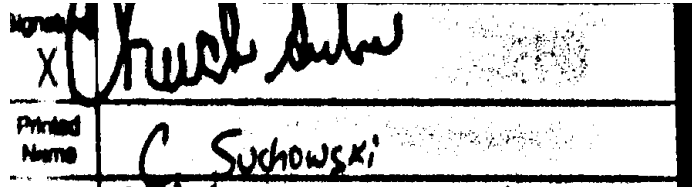
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0193 73. Our records indicate that this item was delivered on 08/07/2024 at 08:16 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



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Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 80

Greene County Senior Citizens' Services Fund
940 N. Boonville Avenue
Room 210
Springfield, MO 65802

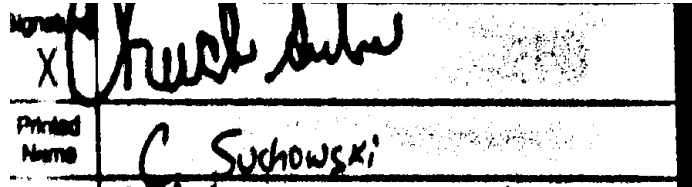
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Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0193 80. Our records indicate that this item was delivered on 08/07/2024 at 08:16 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



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Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0193 97

Tax Administration Bureau
Missouri Department of Revenue
301 West High St.
Jefferson City, MO 65101

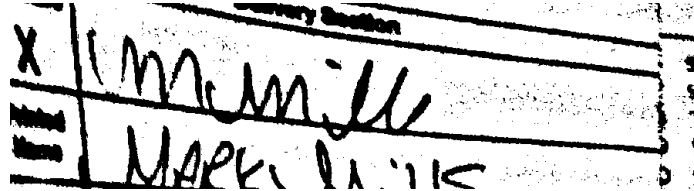
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

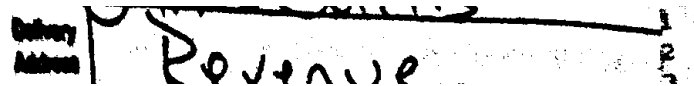
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0193 97. Our records indicate that this item was delivered on 08/07/2024 at 09:55 a.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :

The image shows a scanned signature of Mark Miller. To the left of the signature, there is a vertical line with an 'X' at the top and the words 'Certified Mail' and 'Return Receipt' below it. The signature itself is written in cursive and reads 'Mark Miller'.

Address of Recipient :

The image shows a scanned address label. It includes the words 'Delivery Address' on the left. The address itself is written in cursive and reads 'P. R. Jones'.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 03

State Tax Commission of Missouri
301 West High St.
Jefferson City, MO 65101

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 03. Our records indicate that this item was delivered on 08/08/2024 at 04:57 a.m. in JEFFERSON CITY, MO 65102. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
Signature	
X	Trenton Hance
Printed Name	Trenton Hance

Address of Recipient :

Delivery Address	St. Tap Comm. 301 W. 4th St.
------------------	---------------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 10

Finance Director
City of Springfield
840 Boonville Ave.
Springfield, MO 65802

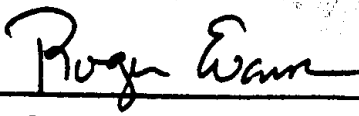
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 10. Our records indicate that this item was delivered on 08/08/2024 at 04:58 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	
Printed Name	Roger Evans

Address of Recipient :

Delivery Address	City of Springfield PO Box 8368
------------------	---------------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 27

President of Board of Directors
Springfield R-12 School District
1359 E St Louis St.
Springfield, MO 65802

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 34

Board Chair
Ozarks Technical Community College
1001 East Chestnut Expressway
Springfield, MO 65802

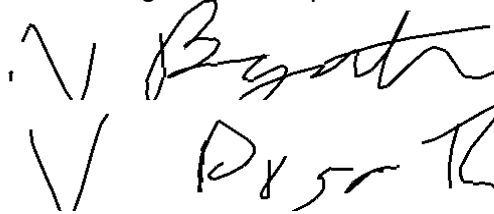
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 34. Our records indicate that this item was delivered on 08/07/2024 at 08:54 a.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1001 E CHESTNUT EXPY,
SPRINGFIELD, MO 65802**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 41

Presiding Commissioner
Greene County, Missouri
1443 N Robberson Ave
10th Floor
Springfield, MO 65802

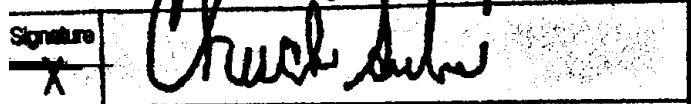
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 41. Our records indicate that this item was delivered on 08/08/2024 at 08:15 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Printed Name	

Address of Recipient :

Delivery Address	940/1010 Boonville
------------------	--------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 58

2nd District Commissioner
Greene County, Missouri
1443 N Robberson Ave
10th Floor
Springfield, MO 65802

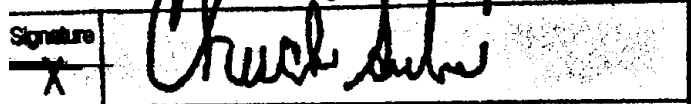
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 58. Our records indicate that this item was delivered on 08/08/2024 at 08:15 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Printed Name	

Address of Recipient :

Delivery Address	940/1010 Boonville
------------------	--------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 65

Executive Director
Abilities First (County Disability Program)
3216 S. National Ave.
Springfield, MO 65807

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 65. Our records indicate that this item was delivered on 08/07/2024 at 11:39 a.m. in SPRINGFIELD, MO 65807. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**3216 S NATIONAL AVE,
SPRINGFIELD, MO 65807**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 72

Collector
Greene County, Missouri
940 Boonville
Room 107
Springfield, MO 65802

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 72. Our records indicate that this item was delivered on 08/08/2024 at 08:15 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Printed Name	

Address of Recipient :

Delivery Address	940/1010 Boonville
------------------	--------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 89

Director
Missouri Department of Economic Development
301 West High St.
Jefferson City, MO 65101

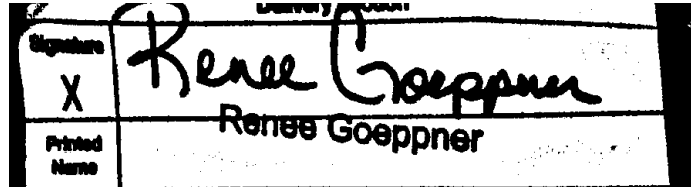
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 89. Our records indicate that this item was delivered on 08/08/2024 at 05:08 a.m. in JEFFERSON CITY, MO 65102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0194 96

County Tax Section/State Blind Pension Fund
Missouri Director of Revenue
221 West High Street
Jefferson City, MO 65102

Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0194 96. Our records indicate that this item was delivered on 08/08/2024 at 05:08 a.m. in JEFFERSON CITY, MO 65102. The scanned image of the recipient information is provided below.

Signature of Recipient :

Call us at 800-ASK-USPS (800-275-8777).	
Delivery Section	
Signature	<i>Bryan Touchette</i>
Printed Name	BRYAN TOUCHETTE

Address of Recipient :

Delivery Address	<i>Social Services</i>
------------------	------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0195 02

Merchants/Manufacturers Replacement Tax Fund
Missouri Director of Revenue/County Tax Section
301 West High St.
Jefferson City, MO 65101

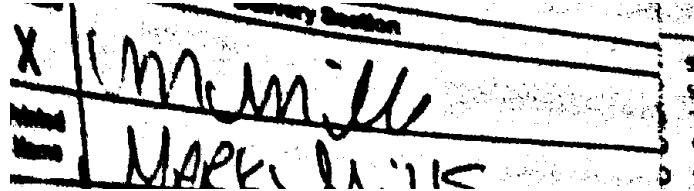
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

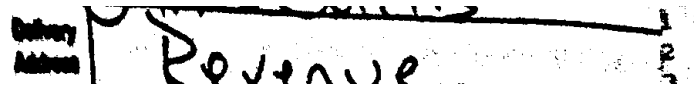
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0195 02. Our records indicate that this item was delivered on 08/07/2024 at 09:55 a.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0195 19

Commercial Street Community Improvement District
299 E Commercial St
Springfield, MO 65803

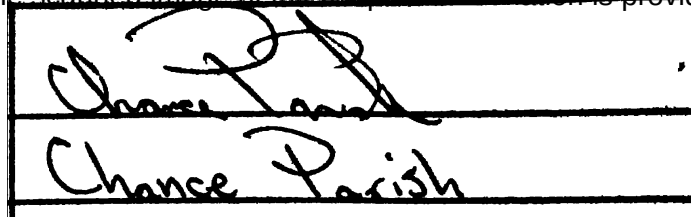
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

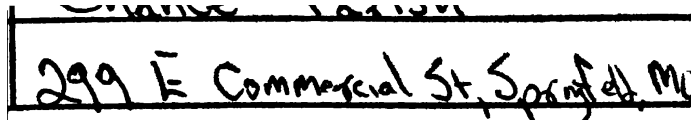
The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0195 19. Our records indicate that this item was delivered on 08/08/2024 at 11:26 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Chance Parish

Address of Recipient :



299 E Commercial St, Springfield, MO

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: COMMERCIAL TIF TX JUR

AFFIDAVIT OF PUBLICATION

Gilmore & Bell Attorneys
2405 Grand Blvd Ste 1100
Kansas City MO 64108-2521

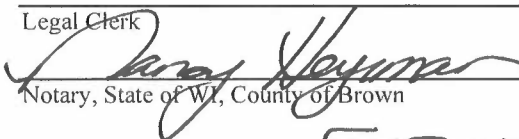
STATE OF WISCONSIN, COUNTY OF BROWN

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper in the issues dated:

08/22/2024, 09/12/2024

Sworn to and subscribed before on 09/12/2024

Legal Clerk


Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	\$464.40	
Tax Amount:	\$0.00	
Payment Cost:	\$464.40	
Order No:	10492073	# of Copies:
Customer No:	1010390	0
PO #:	LCLM0146674	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

TAX INCREMENT
FINANCING COMMISSION
OF THE CITY OF SPRING-
FIELD, MISSOURI

Notice of Public Hearing
relating to the First Amend-
ment to the
Commercial Street Tax
Increment Financing Rede-
velopment Plan

Pursuant to Sections 99.825 and 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the "Commission") will hold a public hearing at 11:00 a.m. on September 19, 2024, in the Councilman Denny Wayne Conference Room (4th Floor) at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan (the "Amendment"). The Commercial Street Tax Increment Financing Redevelopment Plan (the "Original Plan") was approved by Ordinance No. 25373 adopted by City Council on April 7, 2008. The Original Plan included a redevelopment area that was generally bounded by N. Douglas Avenue to the west, BNSF Railway to the north, Clay Avenue and Ozark Avenue to the east, and Pacific Street to the south (the "Original Redevelopment Area").

The purpose of the Amendment is to remove two tracts of land (the "Removed Property") from the Original Redevelopment Area to allow for separate development. One tract of Removed Property is generally bounded by Jefferson Avenue to the west, Commercial Street to the north, Benton Avenue to the east and Pacific Street to the south. The other tract of Removed Property is generally bounded by buildings east of Benton Avenue to the west, Commercial Street to the north, Washinton Avenue to the east and Blaine Street to the south. A map of the Removed Property and the redevelopment area after removal of the Removed Property is included in the Amendment on file with the City Clerk, as described below.

A copy of the Original Plan and the Amendment is on file with the office of the City Clerk at City Hall, 840 Boonville Avenue, 4th Floor, Springfield, Missouri 65802, and may be reviewed by any interested party during business hours. All are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing by mailing such comments to the City Clerk at the address above.

**ALL INTERESTED
PARTIES SHALL BE
GIVEN AN OPPORTUNITY
TO BE HEARD AT THE
PUBLIC HEARING.**

August 22, September 12 2024
LCLM0146674

Tax Increment Financing Commission of the City of Springfield, Missouri

**Notice of Public Hearing relating to the First Amendment to the
Commercial Street Tax Increment Financing Redevelopment Plan**

To: Property Owners

Date: September 3, 2024

Pursuant to Sections 99.825 and 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) will hold a public hearing at 11:00 a.m. on September 19, 2024, in the Councilman Denny Whayne Conference Room (4th Floor) at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan (the “Amendment”). The Commercial Street Tax Increment Financing Redevelopment Plan (the “Original Plan”) was approved by Ordinance No. 25373 adopted by City Council on April 7, 2008. The Original Plan included a redevelopment area that was generally bounded by N. Douglas Avenue to the west, BNSF Railway to the north, Clay Avenue and Ozark Avenue to the east, and Pacific Street to the south (the “Original Redevelopment Area”).

The purpose of the Amendment is to remove two tracts of land (the “Removed Property”) from the Original Redevelopment Area to allow for separate development. One tract of Removed Property is generally bounded by Jefferson Avenue to the west, Commercial Street to the north, Benton Avenue to the east and Pacific Street to the south. The other tract of Removed Property is generally bounded by buildings east of Benton Avenue to the west, Commercial Street to the north, Washinton Avenue to the east and Blaine Street to the south. A map of the Removed Property and the redevelopment area after removal of the Removed Property is included in the Amendment on file with the City Clerk, as described below.

A copy of the Original Plan and the Amendment is on file with the office of the City Clerk at City Hall, 840 Boonville Avenue, 4th Floor, Springfield, Missouri 65802, and may be reviewed by any interested party during business hours. All persons receiving this notice are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing by mailing such comments to the City Clerk at the address above.

**ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT
THE PUBLIC HEARING.**

**Tax Increment Financing Commission of the
City of Springfield, Missouri**

Distribution List

209 E COMMERCIAL LLC
209 E COMMERCIAL ST
SPRINGFIELD, MO 65803

305 W COMMERCIAL LLC
305 W COMMERCIAL ST
SPRINGFIELD, MO 65803

311 W COMMERCIAL LLC
305 W COMMERCIAL ST
SPRINGFIELD, MO 65803

312 W COMMERCIAL LLC
312 W COMMERCIAL ST
SPRINGFIELD, MO 65803-2666

430COMM LLC
1324 W WARREN ST
OZARK, MO 65721

540 COMMERCIAL PARTNERS LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803-2705

AARON PAUL PROPERTY LLC
223 E COMMERCIAL
SPRINGFIELD, MO 65803

ALLEN, JAMES E
2663 E CHAROLAIS ST
SPRINGFIELD, MO 65803-8371

ASKINOSIE PROP LLC
514 E COMMERCIAL ST
SPRINGFIELD, MO 65803

BARRETTEWOOD, USA INC
C/O LES ENTERPRISES BARRETTE LTEE
583 GRAND BERNIER NORD
ST JEAN SUR RICHLIEU, QUEBEC,
CANADA J3B-8K1

BARRY, JAMES A ETAL TR
C/O EAGLE SHEET METAL
622 W LOCUST ST
SPRINGFIELD, MO 65803-2710

BILYEU, STACIE R CALHOUN
REVOCABLE TRUST
841 S WELLER AVE
SPRINGFIELD, MO 65802-3346

BNSF RAILWAY COMPANY
PROPERTY TAX DEPT-A0B2
PO BOX 961089
FORT WORTH, TX 76161-0089

BOTELLO, JUAN
BOTELLO, FLOR
PO BOX 9773
SPRINGFIELD, MO 65801

BREAK PLAINS INV LLC
1429 S RANCH DR
SPRINGFIELD, MO 65809-2235

BRETHOWER, LAWRENCE D
C/O MID-WEST HEARING AID SERVICE
INC
628 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3245

BURLINGTON NORTHERN & SANTA FE
RAILWAY
ATTN: PROPERTY TAX DEPT
PO BOX 961089
FORT WORTH, TX 76161-0089

C STREET BUSINESS DEV CO LLC
2279 S MEADOWVIEW AVE
SPRINGFIELD, MO 65804

CAFE CUSCO LLC
1650 S ROANOKE AVE
SPRINGFIELD, MO 65807

CANADA PROP LLC
210 W COMMERCIAL ST
SPRINGFIELD, MO 65803

CJ FAMOUS ENT LLC
2311 W WINCHESTER ST
SPRINGFIELD, MO 65807

[DID NOT MAIL DISTRIBUTION LIST TO OWNERS; ONLY FIRST PAGE]

COLLETTE, MARY ETAL
1539 N WASHINGTON AVE
SPRINGFIELD, MO 65803

CONCORD INV GROUP INC
313 S GLENSTONE AVE
SPRINGFIELD, MO 65802-3104

COOPER LLC
306 E COMMERCIAL ST
SPRINGFIELD, MO 65803

CORONADO TOWER LLC
601 N MESA AVE
EL PASO, TX 79901

CRISP DEVELOPMENT LLC
1414 N BENTON AVE
SPRINGFIELD, MO 65802

CURTIS INV LLC
C/O C AUNDRAE CURTIS
2632 E SHADY GLEN ST
SPRINGFIELD, MO 65804

DAN JOHNSON & ASSOC LLC
1551 S JEFFERSON AVE
SPRINGFIELD, MO 65807

DAVIS, JANET ANNETTE TR
C/O BILL BURNETTE
1522 S BRIAR AVE
SPRINGFIELD, MO 65809

DECKER K PROP LLC
5726 S PINEHURST AVE
SPRINGFIELD, MO 65810-2562

DWM PROPERTIES LLC
224 E COMMERCIAL ST
SPRINGFIELD, MO 65803

EBRITE, RANDALL D
656 S PICKWICK AVE
SPRINGFIELD, MO 65802-3339

FIRST STATE BANK OF PURDY
PO BOX 729
MONETT, MO 65708

FULLER, RUSSELL
15120 TEXAS RD
SAINT ROBERT, MO 65584-3234

GATE OF THE TEMPLE LODGE MASONIC
ASSOC
1700 N BOONVILLE AVE
SPRINGFIELD, MO 65803

GAY & LESBIAN COMMUNITY CTR
PO BOX 225
SPRINGFIELD, MO 65801-0225

GORHAM, JINA LYNN ETAL
DECADES LLC ETAL
213 W COMMERCIAL ST
SPRINGFIELD, MO 65803

GRACE, GREGORY M
GRACE, CYNTHIA D
334 E KEARNEY ST
SPRINGFIELD, MO 65803

GRAND SLAM INVESTMENTS LLC
PO BOX 326
NIXA, MO 65714

GULCH CAPTIAL LLC
6504 E IRIS MEADOW LN
ROGERSVILLE, MO 65742

HALL, PAUL W
318 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2942

HATCH, JERRY L ETAL TR
5713 E DIVISION ST
SPRINGFIELD, MO 65802-2576

HELLWEG, TYLER D
3934 EAGLESCLIFFE DR
SPRINGFIELD, MO 65809

HISTORIC COMMERCIAL DEVELOPMENT
LLC
1414 E PRIMROSE ST
SPRINGFIELD, MO 65804

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HISTORIC COMMERCIAL
DEVELOPMENTS LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803

HISTORIC HUMBOLDT ESTATE LAND
HOLD LLC
1414 E PRIMROSE AVE
SPRINGFIELD, MO 65804

HISTORIC SQUARE LLC
PO BOX 2157
NIXA, MO 65714

JANSS LUMBER CO LLC
C/O JANSS LUMBER CO
629 E COMMERCIAL ST
SPRINGFIELD, MO 65803

JDP PARTNERS LLC
644 S SCENIC AVE
SPRINGFIELD, MO 65802

JOHNSON, DAN ETAL
1551 S JEFFERSON AVE
SPRINGFIELD, MO 65807-1807

KNIGGE PROPERTIES LLC
1014 SHEFFIELD DR
WILMINGTON, NC 28411-7078

LANE, J DAVID ETAL TR
423 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2943

LUCE, JOHN
1868 S BRISTOL AVE
SPRINGFIELD, MO 65809-3203

MENDEZ, SAMUEL D
618 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3245

MISSOURI HOTEL LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803

MOLLIE MARTIN LLC
2019 N GRANT AVE
SPRINGFIELD, MO 65803

MOON CITY JCT LLC
420 W COMMERCIAL ST
SPRINGFIELD, MO 65803

MOREALPROP LLC
PO BOX 1104
STOCKTON, MO 65785

MOSAIC WALL LLC
307 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2941

NEW COAT PAINT LLC
318 W COMMERCIAL ST
SPRINGFIELD, MO 65803

NORTHBRIDGE 300 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

NORTHBRIDGE 400 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

NORTHBRIDGE 600 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

NORTHBRIDGE LLC
313 S GLENSTONE AVE
SPRINGFIELD, MO 65802

NOUVELLE REALTY LLC
2023 S GLENSTONE AVE
SPRINGFIELD, MO 65804-2427

OZARK MODEL RR ASSOC
424 W COMMERCIAL ST
SPRINGFIELD, MO 65803-2650

OZMOD 425 LLC
221 SOUTH AVE
SPRINGFIELD, MO 65806

PARKER, PAUL ETAL
1539 N WASHINGTON AVE
SPRINGFIELD, MO 65803-2848

PICKENS, MICHAEL ETAL
706 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3247

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POWERED HOLDINGS LLC
2361 S CELEBRATION AVE
SPRINGFIELD, MO 65809

QUEEN CITY INVESTMENT GROUP LLC
1031 E HIGHPOINT ST
SPRINGFIELD, MO 65810

R NORMAN STEWART LLC
1033 W REDBUD
NIXA, MO 65714

RATHBONE & FUSON
508 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2946

REEDS PLUMBING HEATING
EXCAVATING & AIR
611 W COMMERCIAL ST
SPRINGFIELD, MO 65803

REYES, GIOVANNI
720 E COMMERCIAL ST
SPRINGFIELD, MO 65803

ROSWIL INC
7811 MONTROSE RD
POTOMAC, MD 20854

SAMAR VENTURES LLC
2755 E EMPERIAL CIR
SPRINGFIELD, MO 65804

SEAFARE LLC
410 W EVERWOOD WAY
NIXA, MO 65714

SKATE SKATE LLC
301 E COMMERCIAL ST
SPRINGFIELD, MO 65803

SL MISSOURI LLC
PO BOX 261
AKRON, PA 17501

SOOZEEZBEEZ HONEY BEETIQUE LLC
320 E COMMERCIAL ST
SPRINGFIELD, MO 65803

SPFD VICTORY MISSION INC
1610 N BROADWAY AVE
SPRINGFIELD, MO 65803-1704

SPFD YELLOW CAB CO INC
1718 N BENTON AVE
SPRINGFIELD, MO 65803-2806

SPIRIT GROUP LLC
C/O MATT GILES
2678 S WILLIAMS AVE
SPRINGFIELD, MO 65807

SPRINGFIELD POLICE OFFICERS
ASSOCIATION
PO BOX 6289
SPRINGFIELD, MO 65806

SPRINGFIELD VICTORY MISSION INC
PO BOX 2884
SPRINGFIELD, MO 65801

STANFORD STREET PROPERTY LLC
805 E STANFORD ST
SPRINGFIELD, MO 65807

STEWART CREEK INV LLC
1705 N JEFFERSON AVE
SPRINGFIELD, MO 65803-2820

STORE MASTER FUNDING X LLC
8377 E HARDFORD DR
SCOTTSDALE, AZ 85255

TABOR, THEODORE W ET AL FAMILY
TRUST
TABOR, BONNIE S ET AL FAMILY TRUST
2465 E VALLEY WATER MILL RD
SPRINGFIELD, MO 65803-5036

TC PORTFOLIO LLC
304 W COMMERCIAL
SPRINGFIELD, MO 65803

TEAM E PROPERTIES LLC
117 E METALWOOD DR
REPUBLIC, MO 65738

THE CITY OF SPRINGFIELD
840 N BOONVILLE AVE
SPRINGFIELD, MO 65802-3832

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TINDALL WILSON PROPERTIES LLC
312 W COMMERCIAL ST
SPRINGFIELD, MO 65803

TITUS WILLIAMS LLC
HISTORIC COMMERICAL DEVELOPMENT
LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803-2705

UPTOWN PIZZA HOUSE LLC
312 E COMMERCIAL ST
SPRINGFIELD, MO 65803

WARM JOY MAJESTY LLC
438 W MCDANIEL ST
SPRINGFIELD, MO 65806

WELCOMED PROPERTIES LLC
4167 N SOWER LN
SPRINGFIELD, MO 65803-8428

WHITE RIVER BREWERY LLC
505 W COMMERCIAL ST
SPRINGFIELD, MO 65803

WINGED FOOT INVESTMENTS LLC
936 W WALNUT ST
SPRINGFIELD, MO 65806

SEP 03 2024

USPS Manifest Mailing System

Page 1

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730020867 15207 SPFLD COMMERCIAL TIFAMEND	209 E COMMERCIAL LLC 209 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730020874 15208 SPFLD COMMERCIAL TIFAMEND	305 W COMMERCIAL LLC 305 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730020881 15209 SPFLD COMMERCIAL TIFAMEND	311 W COMMERCIAL LLC 305 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730020898 15210 SPFLD COMMERCIAL TIFAMEND	312 W COMMERCIAL LLC 312 W COMMERCIAL ST, SPRINGFIELD, MO 65803-2666	ERR C	0.690	2.62 4.85			8.16
9414814902829730020904 15211 SPFLD COMMERCIAL TIFAMEND	430 COMM LLC 1324 W WARREN ST, OZARK, MO 65721	ERR C	0.690	2.62 4.85			8.16
9414814902829730020911 15212 SPFLD COMMERCIAL TIFAMEND	540 COMMERCIAL PARTNERS LLC 1660 N CAMPBELL AVE, SPRINGFIELD, MO 65803-2705	ERR C	0.690	2.62 4.85			8.16
9414814902829730020928 15213 SPFLD COMMERCIAL TIFAMEND	AARON PAUL PROPERTY LLC 223 E COMMERCIAL, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730020935 15214 SPFLD COMMERCIAL TIFAMEND	ALLEN, JAMES E 2863 E CHAROLAIS ST, SPRINGFIELD, MO 65803-8371	ERR C	0.690	2.62 4.85			8.16
9414814902829730020942 15215 SPFLD COMMERCIAL TIFAMEND	ASKINOSIE PROP LLC 514 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	9		6.21	67.23			73.44

SEP 13 2024

USPS Manifest Mailing System

Page 2

Mailer's Name & Address Gillmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730020866 15216 SPFLD COMMERCIAL TIFAMEND	BARRY, JAMES A ETAL TR 622 W LOCUST ST, SPRINGFIELD, MO 65803-2710	ERR C	0.690	2.62 4.85			8.16
9414814902829730020873 15217 SPFLD COMMERCIAL TIFAMEND	BILIEL, STANLEY CALHOUN REYNOLDS TRUST 841 S WELLER AVE, SPRINGFIELD, MO 65802-3346	ERR C	0.690	2.62 4.85			8.16
9414814902829730020880 15218 SPFLD COMMERCIAL TIFAMEND	BNSF RAILWAY COMPANY PO BOX 961089, FORT WORTH, TX 76161-0089	ERR C	0.690	2.62 4.85			8.16
9414814902829730020897 15219 SPFLD COMMERCIAL TIFAMEND	BOTELLO, JUAN PO BOX 9773, SPRINGFIELD, MO 65801	ERR C	0.690	2.62 4.85			8.16
9414814902829730021000 15220 SPFLD COMMERCIAL TIFAMEND	BREAK PLAINS INV LLC 1429 S RANCH DR, SPRINGFIELD, MO 65809-2235	ERR C	0.690	2.62 4.85			8.16
9414814902829730021017 15221 SPFLD COMMERCIAL TIFAMEND	BRETHOWER, LAWRENCE D 626 E COMMERCIAL ST, SPRINGFIELD, MO 65803-3245	ERR C	0.690	2.62 4.85			8.16
9414814902829730021024 15222 SPFLD COMMERCIAL TIFAMEND	BURLINGTON NORTHERN & SANTA FE RAILWAY PO BOX 961089, FORT WORTH, TX 76161-0089	ERR C	0.690	2.62 4.85			8.16
9414814902829730021031 15223 SPFLD COMMERCIAL TIFAMEND	C STREET BUSINESS DEV CO LLC 3279 S MEADOWVIEW AVE, SPRINGFIELD, MO 65804	ERR C	0.690	2.62 4.85			8.16
9414814902829730021048 15224 SPFLD COMMERCIAL TIFAMEND	CAFECUSCO LLC 1600 S POANOKA AVE, SPRINGFIELD, MO 65807	ERR C	0.690	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	18		12.42	134.46			146.88

SEP 03 2024

USPS Manifest Mailing System

Page 3

Mailer's Name & Address Gillmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021055 15225 SPFLD COMMERCIAL TIF AMEND	CANADA PROP LLC 310 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021062 15226 SPFLD COMMERCIAL TIF AMEND	CJ FAMOUS ENT LLC 2311 W WINCHESTER ST, SPRINGFIELD, MO 65807	ERR C	0.690	2.62 4.85			8.16
9414814902829730021079 15227 SPFLD COMMERCIAL TIF AMEND	COLLETTE, MARY ETAL 1529 N WASHINGTON AVE, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021096 15228 SPFLD COMMERCIAL TIF AMEND	CONCORD INV GROUP INC 313 S GLENSTONE AVE, SPRINGFIELD, MO 65802-3104	ERR C	0.690	2.62 4.85			8.16
9414814902829730021083 15229 SPFLD COMMERCIAL TIF AMEND	COOPER LLC 306 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021108 15230 SPFLD COMMERCIAL TIF AMEND	CORONADO TOWER LLC 601 N MESA AVE, EL PASO, TX 79901	ERR C	0.690	2.62 4.85			8.16
9414814902829730021116 15231 SPFLD COMMERCIAL TIF AMEND	CRISP DEVELOPMENT LLC 1414 N BENTON AVE, SPRINGFIELD, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730021123 15232 SPFLD COMMERCIAL TIF AMEND	CURTIS INV LLC 2822 E SHADY GLEN ST, SPRINGFIELD, MO 65804	ERR C	0.690	2.62 4.85			8.16
9414814902829730021130 15233 SPFLD COMMERCIAL TIF AMEND	DAN JOHNSON & ASSOC LLC 1551 S JEFFERSON AVE, SPRINGFIELD, MO 65807	ERR C	0.690	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	27		18.63	201.69			220.32

03 2024

USPS Manifest Mailing System

Page 4

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021147 15234 SPFLD COMMERCIAL TIF AMEND	DAVIS, JANET ANNETTE TR 1522 S BRIAR AVE, SPRINGFIELD, MO 65808	ERR C	0.690	2.62 4.85			8.16
9414814902829730021154 15235 SPFLD COMMERCIAL TIF AMEND	DECKER K PROP LLC 5726 S PINEHURST AVE, SPRINGFIELD, MO 65810-2562	ERR C	0.690	2.62 4.85			8.16
9414814902829730021161 15236 SPFLD COMMERCIAL TIF AMEND	DWM PROPERTIES LLC 224 E COMMERCIAL ST SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021178 15237 SPFLD COMMERCIAL TIF AMEND	EBRITE, RANDALL D 656 S PICKWICK AVE, SPRINGFIELD, MO 65802-3339	ERR C	0.690	2.62 4.85			8.16
9414814902829730021185 15238 SPFLD COMMERCIAL TIF AMEND	FIRST STATE BANK OF PURDY PO BOX 729, MONETT, MO 65708	ERR C	0.690	2.62 4.85			8.16
9414814902829730021192 15239 SPFLD COMMERCIAL TIF AMEND	FULLER, RUSSELL 15130 TEXAS RD, SAINT ROBERT, MO 65584-3234	ERR C	0.690	2.62 4.85			8.16
9414814902829730021208 15240 SPFLD COMMERCIAL TIF AMEND	GATE OF THE TEMPLE LODGE MASONIC ASSOC 1700 N BOONVILLE AVE, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021215 15241 SPFLD COMMERCIAL TIF AMEND	GAY & LESBIAN COMMUNITY CTR PO BOX 225, SPRINGFIELD, MO 65801-0225	ERR C	0.690	2.62 4.85			8.16
9414814902829730021222 15242 SPFLD COMMERCIAL TIF AMEND	GORHAM, JINA LYNN ETAL 213 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16

Page Totals	9		6.21	67.23			73.44
Cumulative Totals	36		24.84	268.92			293.76

03 2024

USPS Manifest Mailing System

Page 5

Mailer's Name & Address Glimore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021239 15243 SPFLD COMMERCIAL TIFAMEND	GRACE, GREGORY M 334 E KEARNEY ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021246 15244 SPFLD COMMERCIAL TIFAMEND	GRAND SLAM INVESTMENTS LLC PO BOX 326, NIXA, MO 65714	ERR C	0.690	2.62 4.85			8.16
9414814902829730021253 15245 SPFLD COMMERCIAL TIFAMEND	GULCH CAPTIAL LLC 6504 E IRIS MEADOW LN, ROGERSVILLE, MO 65742	ERR C	0.690	2.62 4.85			8.16
9414814902829730021260 15246 SPFLD COMMERCIAL TIFAMEND	HALL, PAUL W 318 E COMMERCIAL ST, SPRINGFIELD, MO 65803-2942	ERR C	0.690	2.62 4.85			8.16
9414814902829730021277 15247 SPFLD COMMERCIAL TIFAMEND	HATCH, JERRY L ETAL TR 5713 E DIVISION ST, SPRINGFIELD, MO 65802-2576	ERR C	0.690	2.62 4.85			8.16
9414814902829730021284 15248 SPFLD COMMERCIAL TIFAMEND	HELLWEG, TYLER D 3934 EAGLESCIFFE CR, SPRINGFIELD, MO 65909	ERR C	0.690	2.62 4.85			8.16
9414814902829730021291 15249 SPFLD COMMERCIAL TIFAMEND	HISTORIC COMMERCIAL DEVELOPMENT LLC 1414 E PRIMROSE ST, SPRINGFIELD, MO 65904	ERR C	0.690	2.62 4.85			8.16
9414814902829730021307 15250 SPFLD COMMERCIAL TIFAMEND	HISTORIC COMMERCIAL DEVELOPMENTS LLC 1860 N CAMPBELL AVE, SPRINGFIELD, MO 65903	ERR C	0.690	2.62 4.85			8.16
9414814902829730021314 15251 SPFLD COMMERCIAL TIFAMEND	HISTORIC HUMBOLDT ESTATE LAND HOLD LLC 1414 E PRIMROSE AVE, SPRINGFIELD, MO 65904	ERR C	0.690	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	45		31.05	336.15			367.20

USPS Manifest Mailing System

Page 6

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021321 15252 SPFLD COMMERCIAL TIFAMEND	HISTORIC SQUARE LLC PO BOX 2157, NIXA, MO 65714	ERR C	0.690	2.62 4.85			8.16
9414814902829730021336 15253 SPFLD COMMERCIAL TIFAMEND	JANSS LUMBER CO LLC 629 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021345 15254 SPFLD COMMERCIAL TIFAMEND	JDP PARTNERS LLC 644 S SCENIC AVE, SPRINGFIELD, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730021352 15255 SPFLD COMMERCIAL TIFAMEND	JOHNSON, DAN ETAL 1551 S JEFFERSON AVE, SPRINGFIELD, MO 65807-1807	ERR C	0.690	2.62 4.85			8.16
9414814902829730021369 15256 SPFLD COMMERCIAL TIFAMEND	KNIGGE PROPERTIES LLC 1014 SHEFFIELD DR, WILMINGTON, NC 28411-7078	ERR C	0.690	2.62 4.85			8.16
9414814902829730021376 15257 SPFLD COMMERCIAL TIFAMEND	LANE, J DAVID ETAL TR 423 E COMMERCIAL ST, SPRINGFIELD, MO 65803-2943	ERR C	0.690	2.62 4.85			8.16
9414814902829730021383 15258 SPFLD COMMERCIAL TIFAMEND	LUCE, JOHN 1368 S BRISTOL AVE, SPRINGFIELD, MO 65809-3203	ERR C	0.690	2.62 4.85			8.16
9414814902829730021390 15259 SPFLD COMMERCIAL TIFAMEND	MENDEZ, SAMUEL D 618 E COMMERCIAL ST, SPRINGFIELD, MO 65803-3245	ERR C	0.690	2.62 4.85			8.16
9414814902829730021406 15260 SPFLD COMMERCIAL TIFAMEND	MISSOURI HOTEL LLC 1000 N CAMPBELL AVE, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16

Page Totals	9	6.21	67.23	73.44
Cumulative Totals	54	37.26	403.38	440.64

USPS Manifest Mailing System

Page 7

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021413 15261 SPFLD COMMERCIAL TIF AMEND	MOLLIE MARTIN LLC 2019 N GRANT AVE, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021420 15262 SPFLD COMMERCIAL TIF AMEND	MOON CITY JCT LLC 420 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021437 15263 SPFLD COMMERCIAL TIF AMEND	MOREAL PROP LLC PO BOX 1104, STOCKTON, MO 65785	ERR C	0.690	2.62 4.85			8.16
9414814902829730021444 15264 SPFLD COMMERCIAL TIF AMEND	MOSAIC WALL LLC 307 E COMMERCIAL ST, SPRINGFIELD, MO 65803-2941	ERR C	0.690	2.62 4.85			8.16
9414814902829730021451 15265 SPFLD COMMERCIAL TIF AMEND	NEW COAT PAINT LLC 218 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021468 15266 SPFLD COMMERCIAL TIF AMEND	NORTHBRIDGE 300 LLC PO BOX 4729, SPRINGFIELD, MO 65808	ERR C	0.690	2.62 4.85			8.16
9414814902829730021475 15267 SPFLD COMMERCIAL TIF AMEND	NORTHBRIDGE 400 LLC PO BOX 4729, SPRINGFIELD, MO 65808	ERR C	0.690	2.62 4.85			8.16
9414814902829730021482 15268 SPFLD COMMERCIAL TIF AMEND	NORTHBRIDGE 600 LLC PO BOX 4729, SPRINGFIELD, MO 65808	ERR C	0.690	2.62 4.85			8.16
9414814902829730021499 15269 SPFLD COMMERCIAL TIF AMEND	NORTHBRIDGE LLC 218 S GLENSTONE AVE, SPRINGFIELD, MO 65802	ERR C	0.690	2.62 4.85			8.16

Page Totals	9	6.21	67.23	73.44
Cumulative Totals	63	43.47	470.61	514.08

SEP 03 2024

USPS Manifest Mailing System

Page 8

Mailer's Name & Address Gillmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021505 15270 SPFLD COMMERCIAL TIF AMEND	NOUVELLE REALTY LLC 2033 S GLENSTONE AVE, SPRINGFIELD, MO 65804-2427	ERR C	0.690	2.62 4.85			8.16
9414814902829730021512 15271 SPFLD COMMERCIAL TIF AMEND	OZARK MODEL RR ASSOC 424 W COMMERCIAL ST, SPRINGFIELD, MO 65803-2850	ERR C	0.690	2.62 4.85			8.16
9414814902829730021529 15272 SPFLD COMMERCIAL TIF AMEND	OZMOD 425 LLC 221 SOUTH AVE, SPRINGFIELD, MO 65806	ERR C	0.690	2.62 4.85			8.16
9414814902829730021536 15273 SPFLD COMMERCIAL TIF AMEND	PARKER, PAUL ETAL 1539 N WASHINGTON AVE, SPRINGFIELD, MO 65803-2848	ERR C	0.690	2.62 4.85			8.16
9414814902829730021543 15274 SPFLD COMMERCIAL TIF AMEND	PICKENS, MICHAEL ETAL 706 E COMMERCIAL ST, SPRINGFIELD, MO 65803-3247	ERR C	0.690	2.62 4.85			8.16
9414814902829730021550 15275 SPFLD COMMERCIAL TIF AMEND	POWERED HOLDINGS LLC 2361 S CELEBRATION AVE, SPRINGFIELD, MO 65809	ERR C	0.690	2.62 4.85			8.16
9414814902829730021567 15276 SPFLD COMMERCIAL TIF AMEND	QUEEN CITY INVESTMENT GROUP LLC 1031 E HIGHPOINT ST, SPRINGFIELD, MO 65810	ERR C	0.690	2.62 4.85			8.16
9414814902829730021574 15277 SPFLD COMMERCIAL TIF AMEND	R NORMAN STEWART LLC 1033 W REDBUD, NIXA, MO 65714	ERR C	0.690	2.62 4.85			8.16
9414814902829730021581 15278 SPFLD COMMERCIAL TIF AMEND	RATHBONE & FUSON 506 E COMMERCIAL ST, SPRINGFIELD, MO 65803-2946	ERR C	0.690	2.62 4.85			8.16

Page Totals	9	6.21	67.23	73.44
Cumulative Totals	72	49.68	537.84	587.52

USPS Manifest Mailing System

Page 9

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number 	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021598 15279 SPFLD COMMERCIAL TIFAMEND	PEEDS PLUMBING HEATING EXHAUSTING & AIR 611 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021604 15280 SPFLD COMMERCIAL TIFAMEND	REYES, GIOVANNI 730 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021611 15281 SPFLD COMMERCIAL TIFAMEND	ROSWIL INC 7811 MONTROSE RD, POTOMAC, MD 20854	ERR C	0.690	2.62 4.85			8.16
9414814902829730021628 15282 SPFLD COMMERCIAL TIFAMEND	SAMAR VENTURES LLC 2755 E EMERALD CIR, SPRINGFIELD, MO 65804	ERR C	0.690	2.62 4.85			8.16
9414814902829730021635 15283 SPFLD COMMERCIAL TIFAMEND	SEAFARE LLC 410 W EVERWOOD WAY, NIXA, MO 65714	ERR C	0.690	2.62 4.85			8.16
9414814902829730021642 15284 SPFLD COMMERCIAL TIFAMEND	SKATE SKATE LLC 301 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021659 15285 SPFLD COMMERCIAL TIFAMEND	SL MISSOURI LLC PO BOX 261, AKRON, PA 17501	ERR C	0.690	2.62 4.85			8.16
9414814902829730021666 15286 SPFLD COMMERCIAL TIFAMEND	SOOZEEZBEEZ HONEY BEETIQUE LLC 320 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021673 15287 SPFLD COMMERCIAL TIFAMEND	SPFD VICTORY MISSION INC 1810 N BROADWAY AVE, SPRINGFIELD, MO 65803-1704	ERR C	0.690	2.62 4.85			8.16

Page Totals	9		6.21	67.23			73.44
Cumulative Totals	81		55.89	605.07			660.96



USPS Manifest Mailing System

Page 10

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number Transtream
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021680 15288 SPFLD COMMERCIAL TIF AMEND	SPFD YELLOW CAB CO INC 1713 N BENTON AVE, SPRINGFIELD, MO 65803-2806	ERR C	0.690	2.62 4.85			8.16
9414814902829730021697 15289 SPFLD COMMERCIAL TIF AMEND	SPIRIT GROUP LLC 2678 S WILLIAMS AVE, SPRINGFIELD, MO 65807	ERR C	0.690	2.62 4.85			8.16
9414814902829730021703 15290 SPFLD COMMERCIAL TIF AMEND	SPRINGFIELD POLICE OFFICERS ASSOCIATION PO BOX 6239, SPRINGFIELD, MO 65806	ERR C	0.690	2.62 4.85			8.16
9414814902829730021710 15291 SPFLD COMMERCIAL TIF AMEND	SPRINGFIELD VICTORY MISSION INC PO BOX 2894, SPRINGFIELD, MO 65801	ERR C	0.690	2.62 4.85			8.16
9414814902829730021727 15292 SPFLD COMMERCIAL TIF AMEND	STANFORD STREET PROPERTY LLC 805 E STANFORD ST, SPRINGFIELD, MO 65807	ERR C	0.690	2.62 4.85			8.16
9414814902829730021734 15293 SPFLD COMMERCIAL TIF AMEND	STEWART CREEK INV LLC 1705 N JEFFERSON AVE, SPRINGFIELD, MO 65803-2820	ERR C	0.690	2.62 4.85			8.16
9414814902829730021741 15294 SPFLD COMMERCIAL TIF AMEND	STORE MASTER FUNDING X LLC 8377 E HARDFORD DR, SCOTTSDALE, AZ 85255	ERR C	0.690	2.62 4.85			8.16
9414814902829730021758 15295 SPFLD COMMERCIAL TIF AMEND	TABOR, THEODORE W ET AL FAMILY TRUST 2405 E VALLEY WATER MILL RD, SPRINGFIELD, MO 65803-5036	ERR C	0.690	2.62 4.85			8.16
9414814902829730021785 15296 SPFLD COMMERCIAL TIF AMEND	TC PORTFOLIO LLC 304 W COMMERCIAL, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	90		62.10	672.30			734.40

USPS Manifest Mailing System

Page 11

Mailer's Name & Address Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521	Permit Number	MAC Ver. Number
	Sequence Number 7-7929	Class of Mail Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730021772 15297 SPFLD COMMERCIAL TIFAMEND	TEAM E PROPERTIES LLC 117 E METALWOOD DR, REPUBLIC, MO 65738	ERR C	0.690	2.62 4.85			8.16
9414814902829730021789 15298 SPFLD COMMERCIAL TIFAMEND	THE CITY OF SPRINGFIELD 840 N BOONVILLE AVE, SPRINGFIELD, MO 65802-3832	ERR C	0.690	2.62 4.85			8.16
9414814902829730021796 15299 SPFLD COMMERCIAL TIFAMEND	TINDALL WILSON PROPERTIES LLC 312 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021802 15300 SPFLD COMMERCIAL TIFAMEND	TITUS WILLIAMS LLC 1660 N CAMPBELL AVE, SPRINGFIELD, MO 65803-2705	ERR C	0.690	2.62 4.85			8.16
9414814902829730021819 15301 SPFLD COMMERCIAL TIFAMEND	UPTOWN PIZZA HOUSE LLC 312 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021826 15302 SPFLD COMMERCIAL TIFAMEND	WARM JOY MAJESTY LLC 438 W MCDANIEL ST, SPRINGFIELD, MO 65806	ERR C	0.690	2.62 4.85			8.16
9414814902829730021833 15303 SPFLD COMMERCIAL TIFAMEND	WELCOMED PROPERTIES LLC 4167 N SOWER LN, SPRINGFIELD, MO 65803-8428	ERR C	0.690	2.62 4.85			8.16
9414814902829730021840 15304 SPFLD COMMERCIAL TIFAMEND	WHITE RIVER BREWERY LLC 606 W COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021857 15305 SPFLD COMMERCIAL TIFAMEND	WINGED FOOT INVESTMENTS LLC 636 W WALNUT ST, SPRINGFIELD, MO 65806	ERR C	0.690	2.62 4.85			8.16

Page Totals	9	6.21	67.23	73.44
Cumulative Totals	99	68.31	739.53	807.84

USPS CERTIFICATION

Total Number Of Pieces Received _____ Round Stamp _____

Signature of Receiving Employee _____

PS Form 3877 (Facsimile)

Extra Service Codes.

C	Certified
ERR	Return Receipt
CMRD	Certified Mail Restricted Delivery

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0208 67

209 E COMMERCIAL LLC
209 E COMMERCIAL ST
SPRINGFIELD, MO 65803

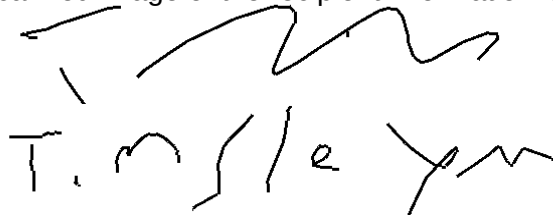
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0208 67. Our records indicate that this item was delivered on 09/06/2024 at 10:54 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Tim S. Le

Address of Recipient :

**209 1/2 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0208 74

305 W COMMERCIAL LLC
305 W COMMERCIAL ST
SPRINGFIELD, MO 65803

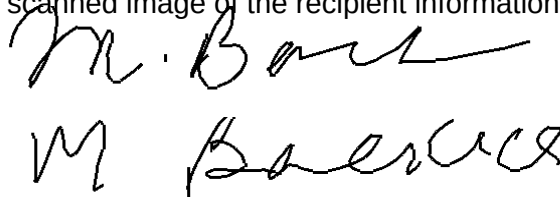
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0208 74. Our records indicate that this item was delivered on 09/06/2024 at 10:30 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**305 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0208 81

311 W COMMERCIAL LLC
305 W COMMERCIAL ST
SPRINGFIELD, MO 65803

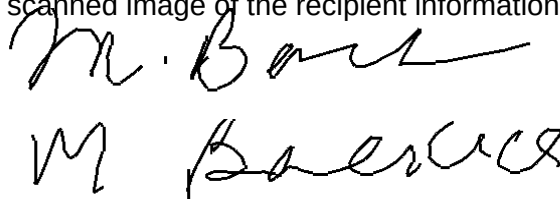
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0208 81. Our records indicate that this item was delivered on 09/06/2024 at 10:30 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**305 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0208 98

312 W COMMERCIAL LLC
312 W COMMERCIAL ST
SPRINGFIELD, MO 65803-2666

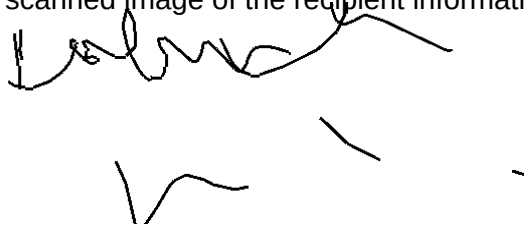
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0208 98. Our records indicate that this item was delivered on 09/06/2024 at 10:32 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**312 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 04

430COMM LLC
1324 W WARREN ST
OZARK, MO 65721

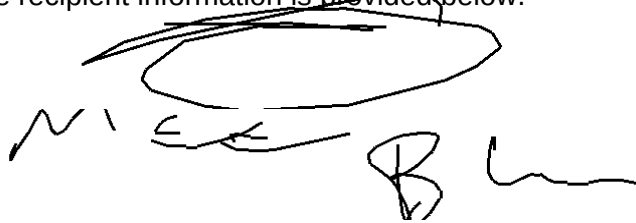
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 04. Our records indicate that this item was delivered on 09/05/2024 at 10:29 a.m. in OZARK, MO 65721. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1324 W WARREN AVE, OZARK,
MO 65721**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 11

540 COMMERCIAL PARTNERS LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803-2705

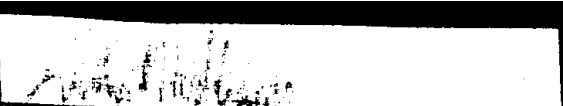
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

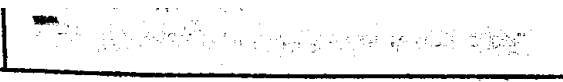
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 11. Our records indicate that this item was delivered on 09/06/2024 at 06:58 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	
Printed Name	

Address of Recipient :

Delivery Address	
------------------	--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 28

AARON PAUL PROPERTY LLC
223 E COMMERCIAL
SPRINGFIELD, MO 65803

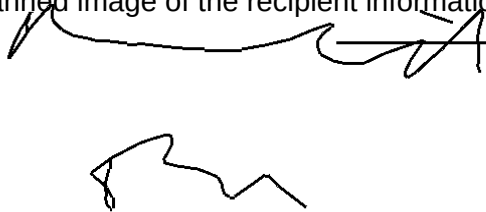
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 28. Our records indicate that this item was delivered on 09/06/2024 at 10:52 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**223 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 35

ALLEN, JAMES E
2663 E CHAROLAIS ST
SPRINGFIELD, MO 65803-8371

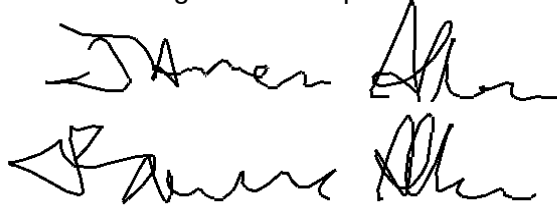
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 35. Our records indicate that this item was delivered on 09/06/2024 at 01:46 p.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 42

ASKINOSIE PROP LLC
514 E COMMERCIAL ST
SPRINGFIELD, MO 65803

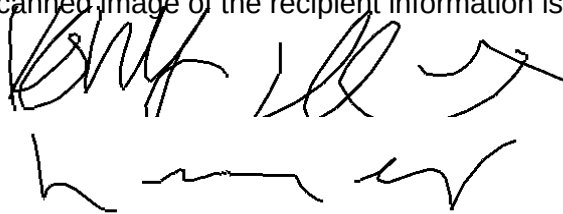
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 42. Our records indicate that this item was delivered on 09/05/2024 at 11:21 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**514 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 66

C/O EAGLE SHEET METAL
BARRY, JAMES A ETAL TR
622 W LOCUST ST
SPRINGFIELD, MO 65803-2710

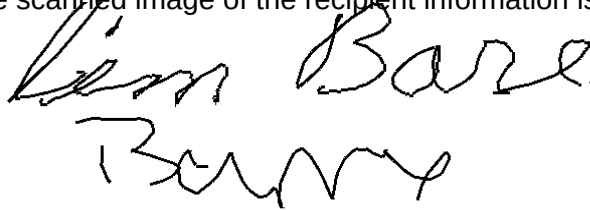
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 66. Our records indicate that this item was delivered on 09/06/2024 at 09:34 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

622 W LOCUST ST
SPRINGFIELD, MO 65803

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 73

BILYEU, STACIE R CALHOUN REVOCABLE
TRUST
841 S WELLER AVE
SPRINGFIELD, MO 65802-3346

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0209 73. Our records indicate that this item was delivered on 09/05/2024 at 04:03 p.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**841 S WELLER AVE,
SPRINGFIELD, MO 65802**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 80

PROPERTY TAX DEPT-A0B2
BNSF RAILWAY COMPANY
PO BOX 961089
FORT WORTH, TX 76161-0089

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0209 97

BOTELLO, FLOR
BOTELLO, JUAN
PO BOX 9773
SPRINGFIELD, MO 65801

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 00

BREAK PLAINS INV LLC
1429 S RANCH DR
SPRINGFIELD, MO 65809-2235

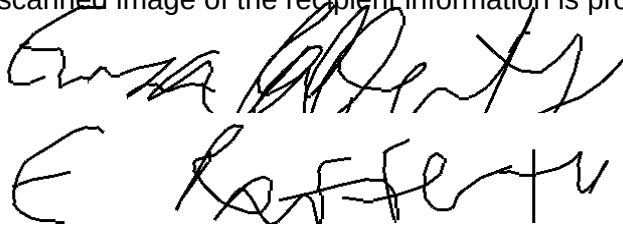
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 00. Our records indicate that this item was delivered on 09/05/2024 at 01:56 p.m. in SPRINGFIELD, MO 65809. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1429 S RANCH DR,
SPRINGFIELD, MO 65809**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 17

C/O MID-WEST HEARING AID SERVICE INC
BRETHOWER, LAWRENCE D
628 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3245

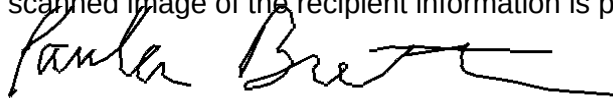
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 17. Our records indicate that this item was delivered on 09/06/2024 at 11:21 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :


Paula Brethower

Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 24

ATTN: PROPERTY TAX DEPT
BURLINGTON NORTHERN & SANTA FE RAILWAY
PO BOX 961089
FORT WORTH, TX 76161-0089

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 31

C STREET BUSINESS DEV CO LLC
2279 S MEADOWVIEW AVE
SPRINGFIELD, MO 65804

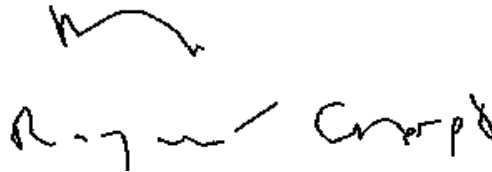
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 31. Our records indicate that this item was delivered on 09/06/2024 at 12:46 p.m. in SPRINGFIELD, MO 65804. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

2279 S MEADOWVIEW AVE
SPRINGFIELD, MO 65804-3444

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 48

CAFE CUSCO LLC
1650 S ROANOKE AVE
SPRINGFIELD, MO 65807

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 55

CANADA PROP LLC
210 W COMMERCIAL ST
SPRINGFIELD, MO 65803

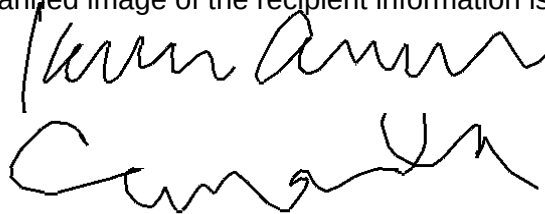
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 55. Our records indicate that this item was delivered on 09/06/2024 at 10:35 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**210B W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 62

CJ FAMOUS ENT LLC
2311 W WINCHESTER ST
SPRINGFIELD, MO 65807

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 79

COLLETTE, MARY ETAL
1539 N WASHINGTON AVE
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 86

CONCORD INV GROUP INC
313 S GLENSTONE AVE
SPRINGFIELD, MO 65802-3104

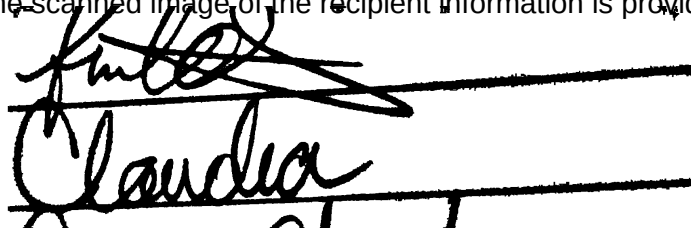
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 86. Our records indicate that this item was delivered on 09/06/2024 at 10:29 a.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0210 93

COOPER LLC
306 E COMMERCIAL ST
SPRINGFIELD, MO 65803

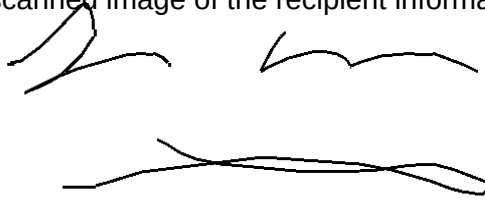
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 93. Our records indicate that this item was delivered on 09/05/2024 at 11:09 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**306 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 09

CORONADO TOWER LLC
601 N MESA AVE
EL PASO, TX 79901

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 16

CRISP DEVELOPMENT LLC
1414 N BENTON AVE
SPRINGFIELD, MO 65802

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 23

C/O C AUNDRAE CURTIS
CURTIS INV LLC
2632 E SHADY GLEN ST
SPRINGFIELD, MO 65804

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 30

DAN JOHNSON & ASSOC LLC
1551 S JEFFERSON AVE
SPRINGFIELD, MO 65807

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 30. Our records indicate that this item was delivered on 09/06/2024 at 01:06 p.m. in SPRINGFIELD, MO 65807. The scanned image of the recipient information is provided below.

Signature of Recipient :

*Debbie L
D. Johnson*

Address of Recipient :

**1551 S JEFFERSON AVE,
SPRINGFIELD, MO 65807**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 47

C/O BILL BURNETTE
DAVIS, JANET ANNETTE TR
1522 S BRIAR AVE
SPRINGFIELD, MO 65809

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 47. Our records indicate that this item was delivered on 09/06/2024 at 01:13 p.m. in SPRINGFIELD, MO 65809. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1522 S BRIAR AVE,
SPRINGFIELD, MO 65809**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 54

DECKER K PROP LLC
5726 S PINEHURST AVE
SPRINGFIELD, MO 65810-2562

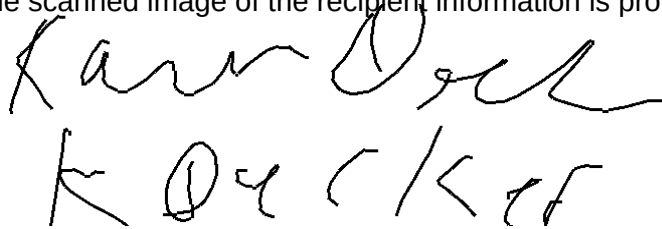
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 54. Our records indicate that this item was delivered on 09/06/2024 at 01:12 p.m. in SPRINGFIELD, MO 65810. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**5726 S PINEHURST AVE,
SPRINGFIELD, MO 65810**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 61

DWM PROPERTIES LLC
224 E COMMERCIAL ST
SPRINGFIELD, MO 65803

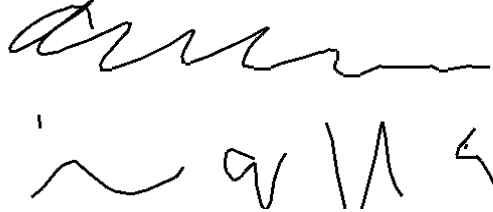
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 61. Our records indicate that this item was delivered on 09/06/2024 at 10:58 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**224 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 78

EBRITE, RANDALL D
656 S PICKWICK AVE
SPRINGFIELD, MO 65802-3339

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 78. Our records indicate that this item was delivered on 09/06/2024 at 12:52 p.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**656 S PICKWICK AVE,
SPRINGFIELD, MO 65802**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 85

FIRST STATE BANK OF PURDY
PO BOX 729
MONETT, MO 65708

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 85. Our records indicate that this item was delivered on 09/06/2024 at 11:40 a.m. in MONETT, MO 65708. The scanned image of the recipient information is provided below.

Signature of Recipient :

Cheryl Cox

Cheryl Cox

Address of Recipient :

PO BOX 729

MONETT, MO 65708-0729

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0211 92

FULLER, RUSSELL
15120 TEXAS RD
SAINT ROBERT, MO 65584-3234

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 08

GATE OF THE TEMPLE LODGE MASONIC ASSOC
1700 N BOONVILLE AVE
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 15

GAY & LESBIAN COMMUNITY CTR
PO BOX 225
SPRINGFIELD, MO 65801-0225

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0212 15. Our records indicate that this item was delivered on 09/06/2024 at 06:00 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	<i>Tanya Claborn</i>
Printed Name	Tanya Claborn

Address of Recipient :

Delivery Address	- 225
------------------	-------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 22

DECADES LLC ETAL
GORHAM, JINA LYNN ETAL
213 W COMMERCIAL ST
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 39

GRACE, CYNTHIA D
GRACE, GREGORY M
334 E KEARNEY ST
SPRINGFIELD, MO 65803

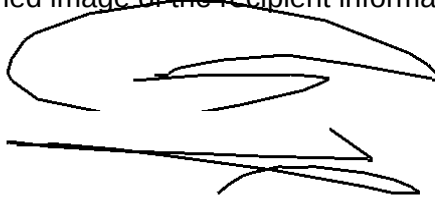
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0212 39. Our records indicate that this item was delivered on 09/06/2024 at 10:38 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**334 E KEARNEY ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 46

GRAND SLAM INVESTMENTS LLC
PO BOX 326
NIXA, MO 65714

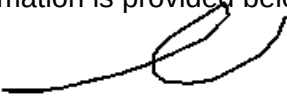
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0212 46. Our records indicate that this item was delivered on 09/06/2024 at 10:33 a.m. in NIXA, MO 65714. The scanned image of the recipient information is provided below.

Signature of Recipient :


GINA MC

Address of Recipient :

PO BOX 326

NIXA, MO 65714-0326

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 53

GULCH CAPTIAL LLC
6504 E IRIS MEADOW LN
ROGERSVILLE, MO 65742

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0212 53. Our records indicate that this item was delivered on 09/06/2024 at 02:24 p.m. in ROGERSVILLE, MO 65742. The scanned image of the recipient information is provided below.

Signature of Recipient :

S. Groves
ALL RST CR

Address of Recipient :

**6504 E IRIS MEADOW LN,
ROGERSVILLE, MO 65742**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 60

HALL, PAUL W
318 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2942

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 77

HATCH, JERRY L ETAL TR
5713 E DIVISION ST
SPRINGFIELD, MO 65802-2576

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 84

HELLWEG, TYLER D
3934 EAGLESCLIFFE DR
SPRINGFIELD, MO 65809

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0212 91

HISTORIC COMMERCIAL DEVELOPMENT LLC
1414 E PRIMROSE ST
SPRINGFIELD, MO 65804

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 07

HISTORIC COMMERCIAL DEVELOPMENTS LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 14

HISTORIC HUMBOLDT ESTATE LAND HOLD LLC
1414 E PRIMROSE AVE
SPRINGFIELD, MO 65804

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 21

HISTORIC SQUARE LLC
PO BOX 2157
NIXA, MO 65714

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 38

C/O JANSS LUMBER CO
JANSS LUMBER CO LLC
629 E COMMERCIAL ST
SPRINGFIELD, MO 65803

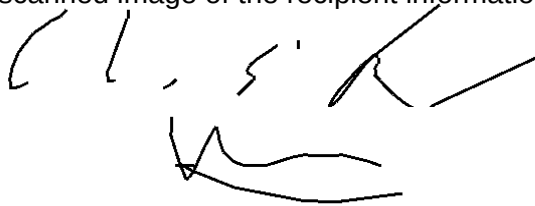
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0213 38. Our records indicate that this item was delivered on 09/05/2024 at 11:45 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**629 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 45

JDP PARTNERS LLC
644 S SCENIC AVE
SPRINGFIELD, MO 65802

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 52

JOHNSON, DAN ETAL
1551 S JEFFERSON AVE
SPRINGFIELD, MO 65807-1807

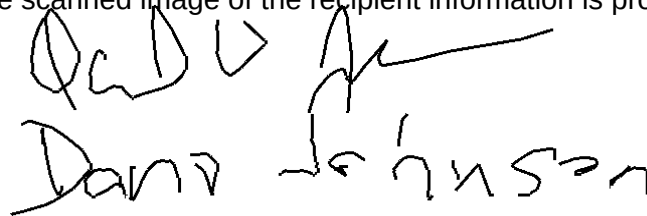
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0213 52. Our records indicate that this item was delivered on 09/05/2024 at 12:33 p.m. in SPRINGFIELD, MO 65807. The scanned image of the recipient information is provided below.

Signature of Recipient :



David Johnson

Address of Recipient :

**1551 S JEFFERSON AVE,
SPRINGFIELD, MO 65807**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 69

KNIGGE PROPERTIES LLC
1014 SHEFFIELD DR
WILMINGTON, NC 28411-7078

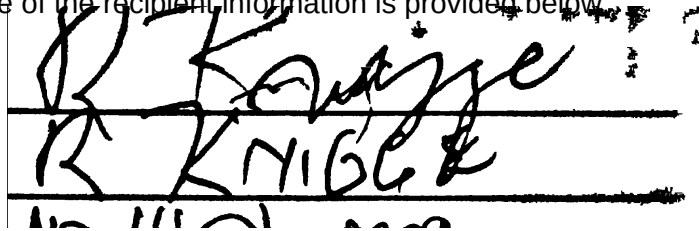
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

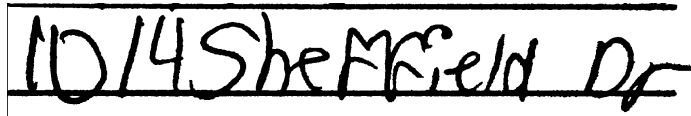
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0213 69. Our records indicate that this item was delivered on 09/07/2024 at 06:21 p.m. in WILMINGTON, NC 28411. The scanned image of the recipient information is provided below.

Signature of Recipient :


R KNIGGE

Address of Recipient :


1014 Sheffield Dr

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 76

LANE, J DAVID ETAL TR
423 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2943

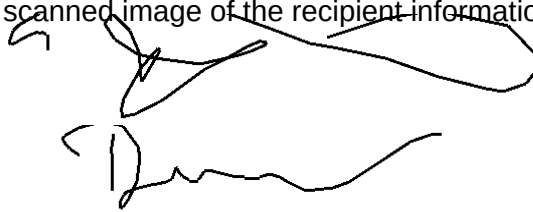
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0213 76. Our records indicate that this item was delivered on 09/06/2024 at 11:15 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**423 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 83

LUCE, JOHN
1868 S BRISTOL AVE
SPRINGFIELD, MO 65809-3203

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0213 90

MENDEZ, SAMUEL D
618 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3245

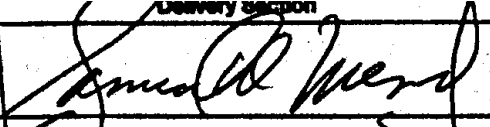
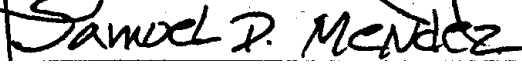
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

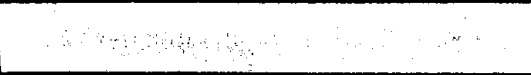
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0213 90. Our records indicate that this item was delivered on 09/06/2024 at 12:43 p.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery section	
Signature	
X	
Printed Name	

Address of Recipient :

Delivery Address


Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 06

MISSOURI HOTEL LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803

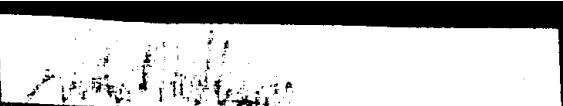
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

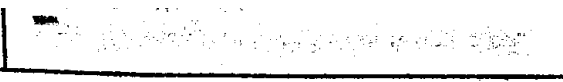
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0214 06. Our records indicate that this item was delivered on 09/06/2024 at 06:57 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	
Printed Name	

Address of Recipient :

Delivery Address	
------------------	--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 13

MOLLIE MARTIN LLC
2019 N GRANT AVE
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0214 13. Our records indicate that this item was delivered on 09/05/2024 at 11:50 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**2019 N GRANT AVE,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 20

MOON CITY JCT LLC
420 W COMMERCIAL ST
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 37

MOREALPROP LLC
PO BOX 1104
STOCKTON, MO 65785

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 44

MOSAIC WALL LLC
307 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2941

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 51

NEW COAT PAINT LLC
318 W COMMERCIAL ST
SPRINGFIELD, MO 65803

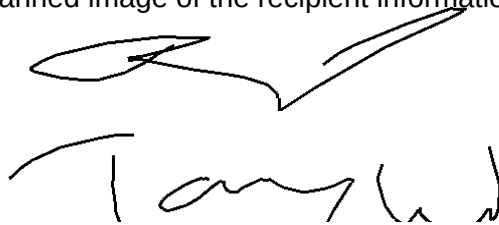
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0214 51. Our records indicate that this item was delivered on 09/05/2024 at 10:41 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**318 1/2 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 68

NORTHBRIDGE 300 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 75

NORTHBRIDGE 400 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 82

NORTHBRIDGE 600 LLC
PO BOX 4729
SPRINGFIELD, MO 65808

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0214 99

NORTHBRIDGE LLC
313 S GLENSTONE AVE
SPRINGFIELD, MO 65802

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0214 99. Our records indicate that this item was delivered on 09/05/2024 at 09:59 a.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 05

NOUVELLE REALTY LLC
2023 S GLENSTONE AVE
SPRINGFIELD, MO 65804-2427

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 12

OZARK MODEL RR ASSOC
424 W COMMERCIAL ST
SPRINGFIELD, MO 65803-2650

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 29

OZMOD 425 LLC
221 SOUTH AVE
SPRINGFIELD, MO 65806

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0215 29. Our records indicate that this item was delivered on 09/05/2024 at 11:44 a.m. in SPRINGFIELD, MO 65806. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**221 SOUTH AVE,
SPRINGFIELD, MO 65806**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 36

PARKER, PAUL ETAL
1539 N WASHINGTON AVE
SPRINGFIELD, MO 65803-2848

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 43

PICKENS, MICHAEL ETAL
706 E COMMERCIAL ST
SPRINGFIELD, MO 65803-3247

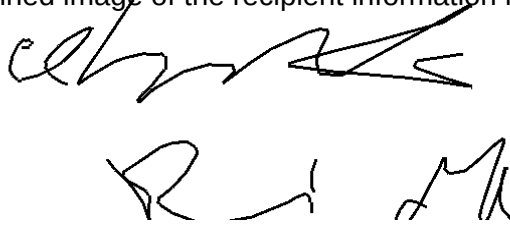
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0215 43. Our records indicate that this item was delivered on 09/05/2024 at 11:39 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**706 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 50

POWERED HOLDINGS LLC
2361 S CELEBRATION AVE
SPRINGFIELD, MO 65809

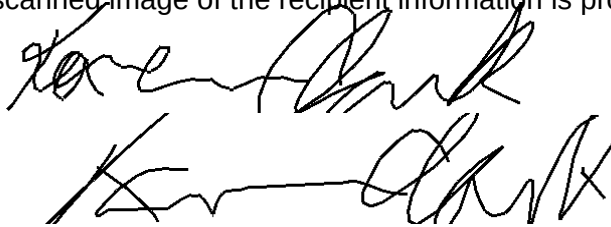
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0215 50. Our records indicate that this item was delivered on 09/05/2024 at 03:26 p.m. in SPRINGFIELD, MO 65809. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**2361 S CELEBRATION AVE,
SPRINGFIELD, MO 65809**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 67

QUEEN CITY INVESTMENT GROUP LLC
1031 E HIGHPOINT ST
SPRINGFIELD, MO 65810

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 74

R NORMAN STEWART LLC
1033 W REDBUD
NIXA, MO 65714

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 81

RATHBONE & FUSON
508 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2946

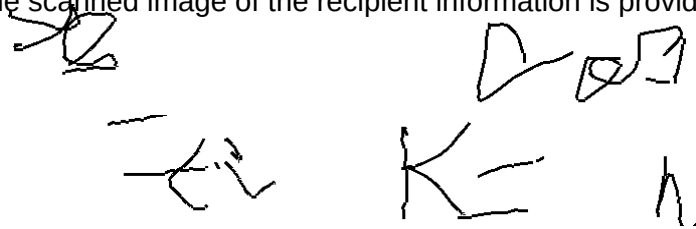
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0215 81. Our records indicate that this item was delivered on 09/05/2024 at 11:19 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0215 98

REEDS PLUMBING HEATING EXCAVATING & AIR
611 W COMMERCIAL ST
SPRINGFIELD, MO 65803

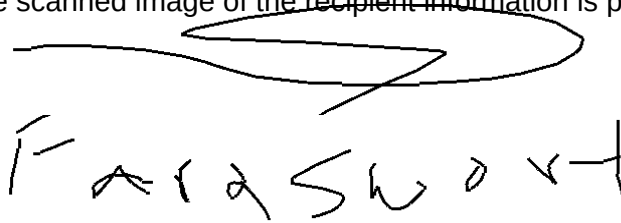
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0215 98. Our records indicate that this item was delivered on 09/05/2024 at 10:26 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Farashov

Address of Recipient :

**611 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 04

REYES, GIOVANNI
720 E COMMERCIAL ST
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 11

ROSWIL INC
7811 MONTROSE RD
POTOMAC, MD 20854

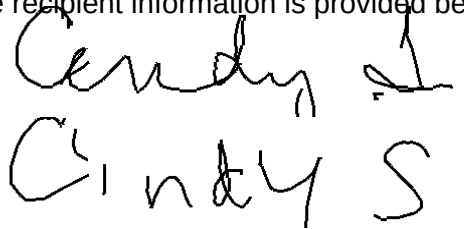
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 11. Our records indicate that this item was delivered on 09/06/2024 at 11:36 a.m. in POTOMAC, MD 20854. The scanned image of the recipient information is provided below.

Signature of Recipient :



Cindy S.

Address of Recipient :

**7811 MONTROSE RD,
POTOMAC, MD 20854**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 28

SAMAR VENTURES LLC
2755 E EMPIRIAL CIR
SPRINGFIELD, MO 65804

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

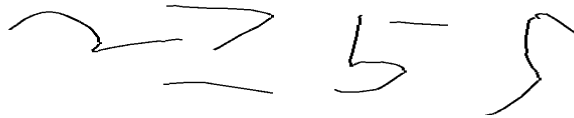
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 28. Our records indicate that this item was delivered on 09/05/2024 at 01:04 p.m. in SPRINGFIELD, MO 65804. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 35

SEAFARE LLC
410 W EVERWOOD WAY
NIXA, MO 65714

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 35. Our records indicate that this item was delivered on 09/05/2024 at 11:56 a.m. in NIXA, MO 65714. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**410 W EVERWOOD WAY, NIXA,
MO 65714**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 42

SKATE SKATE LLC
301 E COMMERCIAL ST
SPRINGFIELD, MO 65803

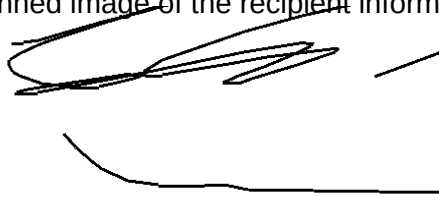
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 42. Our records indicate that this item was delivered on 09/05/2024 at 11:00 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**301 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 59

SL MISSOURI LLC
PO BOX 261
AKRON, PA 17501

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 66

SOOZEEZBEEZ HONEY BEETIQUE LLC
320 E COMMERCIAL ST
SPRINGFIELD, MO 65803

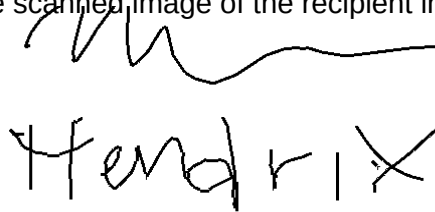
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 66. Our records indicate that this item was delivered on 09/06/2024 at 11:02 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**320A E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 73

SPFD VICTORY MISSION INC
1610 N BROADWAY AVE
SPRINGFIELD, MO 65803-1704

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 73. Our records indicate that this item was delivered on 09/06/2024 at 04:41 p.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1610 N BROADWAY AVE,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 80

SPFD YELLOW CAB CO INC
1718 N BENTON AVE
SPRINGFIELD, MO 65803-2806

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 80. Our records indicate that this item was delivered on 09/06/2024 at 01:22 p.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**1718 N BENTON AVE,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0216 97

C/O MATT GILES
SPIRIT GROUP LLC
2678 S WILLIAMS AVE
SPRINGFIELD, MO 65807

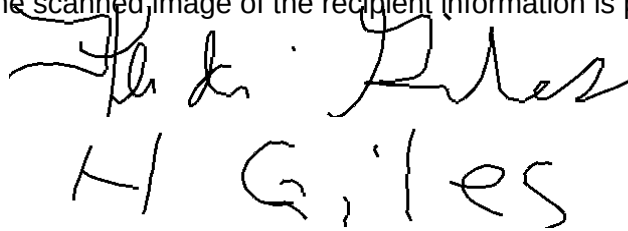
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0216 97. Our records indicate that this item was delivered on 09/06/2024 at 05:00 p.m. in SPRINGFIELD, MO 65807. The scanned image of the recipient information is provided below.

Signature of Recipient :



H. Giles

Address of Recipient :

**2678 S WILLIAMS AVE,
SPRINGFIELD, MO 65807**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 03

SPRINGFIELD POLICE OFFICERS ASSOCIATION
PO BOX 6289
SPRINGFIELD, MO 65806

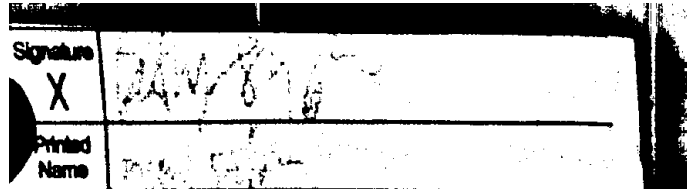
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

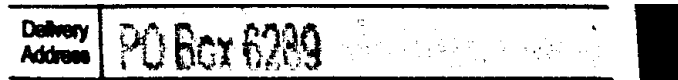
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0217 03. Our records indicate that this item was delivered on 09/06/2024 at 06:57 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 10

SPRINGFIELD VICTORY MISSION INC
PO BOX 2884
SPRINGFIELD, MO 65801

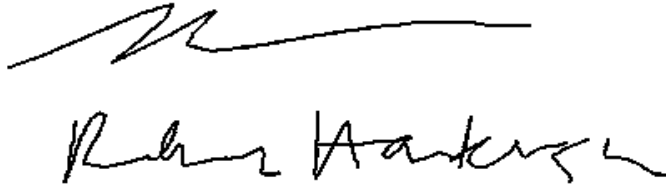
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0217 10. Our records indicate that this item was delivered on 09/06/2024 at 10:04 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

PO BOX 2884

SPRINGFIELD, MO 65801-2884

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 27

STANFORD STREET PROPERTY LLC
805 E STANFORD ST
SPRINGFIELD, MO 65807

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 34

STEWART CREEK INV LLC
1705 N JEFFERSON AVE
SPRINGFIELD, MO 65803-2820

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 41

STORE MASTER FUNDING X LLC
8377 E HARDFORD DR
SCOTTSDALE, AZ 85255

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 58

TABOR, BONNIE S ET AL FAMILY TRUST
TABOR, THEODORE W ET AL FAMILY TRUST
2465 E VALLEY WATER MILL RD
SPRINGFIELD, MO 65803-5036

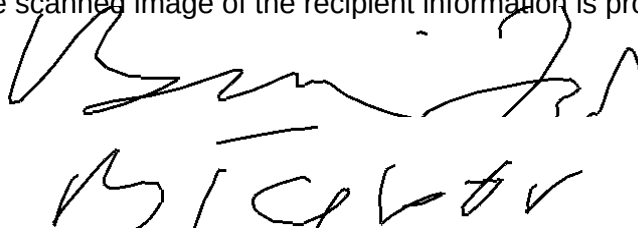
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0217 58. Our records indicate that this item was delivered on 09/06/2024 at 01:34 p.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**2465 E VALLEY WATER MILL
RD, SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 65

TC PORTFOLIO LLC
304 W COMMERCIAL
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 72

TEAM E PROPERTIES LLC
117 E METALWOOD DR
REPUBLIC, MO 65738

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 89

THE CITY OF SPRINGFIELD
840 N BOONVILLE AVE
SPRINGFIELD, MO 65802-3832

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0217 96

TINDALL WILSON PROPERTIES LLC
312 W COMMERCIAL ST
SPRINGFIELD, MO 65803

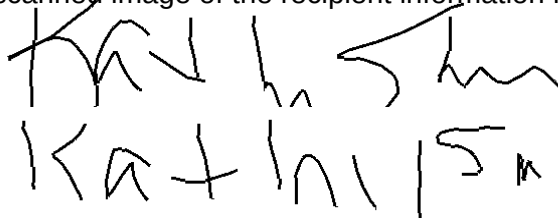
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0217 96. Our records indicate that this item was delivered on 09/05/2024 at 10:42 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



KATHLEEN SMITH
KATHLEEN SMITH

Address of Recipient :

**312 W COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 02

HISTORIC COMMERCIAL DEVELOPMENT LLC
TITUS WILLIAMS LLC
1660 N CAMPBELL AVE
SPRINGFIELD, MO 65803-2705

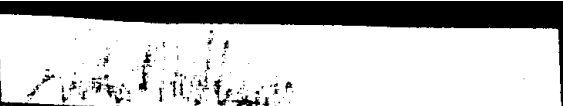
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

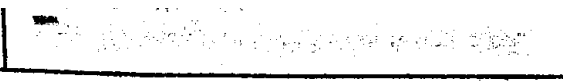
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0218 02. Our records indicate that this item was delivered on 09/06/2024 at 06:58 a.m. in SPRINGFIELD, MO 65801. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	
Printed Name	

Address of Recipient :

Delivery Address	
------------------	--

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 19

UPTOWN PIZZA HOUSE LLC
312 E COMMERCIAL ST
SPRINGFIELD, MO 65803

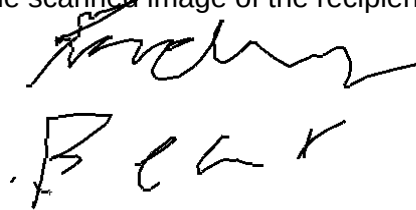
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0218 19. Our records indicate that this item was delivered on 09/06/2024 at 11:01 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

Signature of Recipient :



[Handwritten signature]
Bear

Address of Recipient :

**312 E COMMERCIAL ST,
SPRINGFIELD, MO 65803**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 26

WARM JOY MAJESTY LLC
438 W MCDANIEL ST
SPRINGFIELD, MO 65806

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 33

WELCOMED PROPERTIES LLC
4167 N SOWER LN
SPRINGFIELD, MO 65803-8428

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 40

WHITE RIVER BREWERY LLC
505 W COMMERCIAL ST
SPRINGFIELD, MO 65803

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0218 57

WINGED FOOT INVESTMENTS LLC
936 W WALNUT ST
SPRINGFIELD, MO 65806

Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0218 57. Our records indicate that this item was delivered on 09/06/2024 at 10:59 a.m. in SPRINGFIELD, MO 65806. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD COMMERCIAL TIF AMEND

ORIGIN ID:MKCA (816) 221-1000
MAIL ROOM
GILMORE & BELL, P.C.
2405 GRAND BLVD., SUITE 1100
KANSAS CITY, MO 64108 US
SIGN: MAIL ROOM

SHIP DATE: 03SEP24
ACTWGT: 0.06 LB
CAD: 251903243WVSX3600

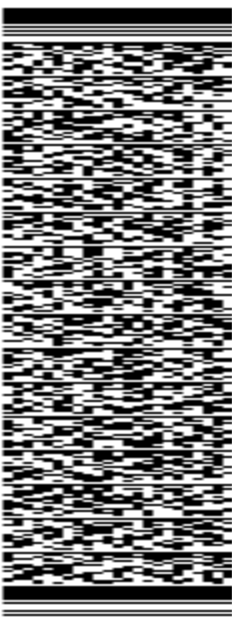
BILL SENDER
NO EEI 30, 36

TO CIO LES ENTERPRISES BARRETTE LTEE
BARRETTEWOOD, USA INC
583 GRAND BERNIER NORD

ST JEAN SUR RICHLIEU PQ J3B8K1
(816) 221-1000 REF: 600634100002
INV. DEPT.
PO.

(CA)

583J24EF9A9AE3



AT

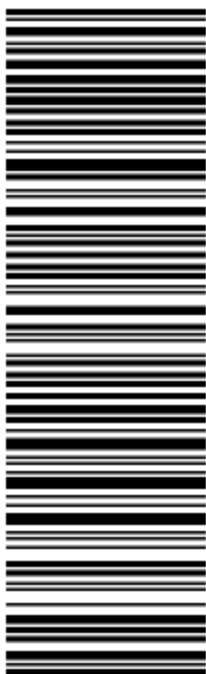
TRK# 2787 8385 6676

IP EOD

0430

XQ YSWA

J3B 8K1
PQ-CA YMX



Dear Customer,

The following is the proof-of-delivery for tracking number: 278783856676

Delivery Information:

Status:	Delivered	Delivered To:	Shipping/Receiving
Signed for by:	M.ARIE GOSEEMORIN	Delivery Location:	583 GRAND BERNIER NORD
Service type:	FedEx International Priority		
Special Handling:	Deliver Weekday		ST JEAN SUR RICHLIEU, PQ, J3B8K1
		Delivery date:	Sep 4, 2024 15:32

Shipping Information:

Tracking number:	278783856676	Ship Date:	Sep 3, 2024
		Weight:	0.1 LB/0.05 KG

Recipient:

C/O LES ENTERPRISES BARRETTE LTEE, BARRETTEWOOD, USA
INC
583 GRAND BERNIER NORD
ST JEAN SUR RICHLIEU, PQ, CA, J3B8K1

Shipper:

MAILROOM, GILMORE BELL, P.C.
2405 GRAND BLVD., SUITE 1100
KANSAS CITY, MO, US, 64108

Reference 600634.00002



AFFIDAVIT OF PUBLICATION

Gilmore & Bell Attorneys
2405 Grand Blvd Ste 1100
Kansas City MO 64108-2521

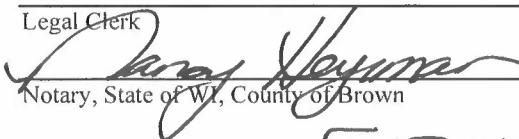
STATE OF WISCONSIN, COUNTY OF BROWN

I do upon my oath state that I am the Legal Clerk of the Springfield News-Leader/Guidon, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisement, notice or order of Publication, a true copy of which is hereto attached, was published in said newspaper in the issues dated:

08/22/2024, 09/12/2024

Sworn to and subscribed before on 09/12/2024

Legal Clerk


Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	\$464.40	
Tax Amount:	\$0.00	
Payment Cost:	\$464.40	
Order No:	10492073	# of Copies:
Customer No:	1010390	0
PO #:	LCLM0146674	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

TAX INCREMENT
FINANCING COMMISSION
OF THE CITY OF SPRING-
FIELD, MISSOURI

Notice of Public Hearing
relating to the First Amend-
ment to the
Commercial Street Tax
Increment Financing Rede-
velopment Plan

Pursuant to Sections 99.825 and 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of the City of Springfield, Missouri (the "Commission") will hold a public hearing at 11:00 a.m. on September 19, 2024, in the Councilman Denny Wayne Conference Room (4th Floor) at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan (the "Amendment"). The Commercial Street Tax Increment Financing Redevelopment Plan (the "Original Plan") was approved by Ordinance No. 25373 adopted by City Council on April 7, 2008. The Original Plan included a redevelopment area that was generally bounded by N. Douglas Avenue to the west, BNSF Railway to the north, Clay Avenue and Ozark Avenue to the east, and Pacific Street to the south (the "Original Redevelopment Area").

The purpose of the Amendment is to remove two tracts of land (the "Removed Property") from the Original Redevelopment Area to allow for separate development. One tract of Removed Property is generally bounded by Jefferson Avenue to the west, Commercial Street to the north, Benton Avenue to the east and Pacific Street to the south. The other tract of Removed Property is generally bounded by buildings east of Benton Avenue to the west, Commercial Street to the north, Washinton Avenue to the east and Blaine Street to the south. A map of the Removed Property and the redevelopment area after removal of the Removed Property is included in the Amendment on file with the City Clerk, as described below.

A copy of the Original Plan and the Amendment is on file with the office of the City Clerk at City Hall, 840 Boonville Avenue, 4th Floor, Springfield, Missouri 65802, and may be reviewed by any interested party during business hours. All are invited to attend the hearing and/or to submit comments to the Commission prior to the date of the hearing by mailing such comments to the City Clerk at the address above.

**ALL INTERESTED
PARTIES SHALL BE
GIVEN AN OPPORTUNITY
TO BE HEARD AT THE
PUBLIC HEARING.**

August 22, September 12 2024
LCLM0146674

AGENDA

SPRINGFIELD TAX INCREMENT FINANCING ADVISORY COMMISSION

Thursday, September 19, 2024, at 11:00 AM
Councilman Denny Whayne Conference Room (4th Floor),
Busch Municipal Building, 840 North Boonville Avenue, Springfield, Missouri

1. Call to Order
2. Approval of Minutes from Prior Meetings
3. Election of Officers
4. New Business
 - a. Public Hearing
 - i. Resolution 2024-01: A resolution recommending approval of the First Amendment to the Commercial Street Tax Increment Financing (TIF) Redevelopment Plan to remove certain properties from the Redevelopment Area and recommending acceptance of a deposit of \$212,506.21 into the Commercial Street TIF Special Allocation Fund in connection with approval of said first amendment to offset the subsequent reduction of future payments in lieu of taxes (PILOTs) into the Special Allocation Fund.
 - b. Consideration of and vote on Resolution 2024-01.
5. Other Business
6. Adjourn

AGENDA

SPRINGFIELD TAX INCREMENT FINANCING ADVISORY COMMISSION

Monday, October 7, 2024, at 2:00 PM
Councilman Denny Whayne Conference Room (4th Floor),
Busch Municipal Building, 840 North Boonville Avenue, Springfield, Missouri

1. Call to Order
2. Approval of Minutes from Prior Meeting
3. New Business
 - a. Continuation of September 19, 2024, Public Hearing
 - i. Resolution 2024-01: A resolution recommending approval of the First Amendment to the Commercial Street Tax Increment Financing (TIF) Redevelopment Plan to remove certain properties from the Redevelopment Area and recommending acceptance of a deposit of \$212,506.21 into the Commercial Street TIF Special Allocation Fund in connection with approval of said first amendment to offset the subsequent reduction of future payments in lieu of taxes (PILOTs) into the Special Allocation Fund.
 - b. Consideration of and vote on Resolution 2024-01.
4. Other Business
5. Adjourn

RESOLUTION NO. 2024-01

A RESOLUTION RECOMMENDING APPROVAL OF THE FIRST AMENDMENT TO THE COMMERCIAL STREET TAX INCREMENT FINANCING (TIF) REDEVELOPMENT PLAN TO REMOVE CERTAIN PROPERTIES FROM THE REDEVELOPMENT AREA AND RECOMMENDING ACCEPTANCE OF A DEPOSIT OF \$212,506.21 INTO THE COMMERCIAL STREET TIF SPECIAL ALLOCATION FUND IN CONNECTION WITH APPROVAL OF SAID FIRST AMENDMENT TO OFFSET THE SUBSEQUENT REDUCTION OF FUTURE PAYMENTS IN LIEU OF TAXES (PILOTS) INTO THE SPECIAL ALLOCATION FUND.

WHEREAS, the Tax Increment Financing Commission of the City of Springfield, Missouri ("**TIF Commission**") has been duly formed by the City Council of the City Springfield, Missouri ("**City Council**") pursuant to Section 99.820.2 of the Revised Statutes of Missouri ("**RSMo**");

WHEREAS, the Commercial Street Tax Increment Financing Redevelopment Plan (the "Original Redevelopment Plan") was adopted by the City Council on April 7, 2008 through the adoption of Special Ordinance 25373 (the "Plan Ordinance");

WHEREAS, the Plan Ordinance approved a redevelopment area (the "**Redevelopment Area**") for the Original Redevelopment Plan;

WHEREAS, certain portions of the Redevelopment Area have not developed since the Plan Ordinance was passed;

WHEREAS, a potential developer (the "**Developer**") of certain lots (the "**Removed Property**") is willing to pursue development of the Removed Property, but only with the implementation of tax abatement which is inconsistent with the Original Redevelopment Plan incentives;

WHEREAS, the Developer has proposed the removal of the Removed Property from the Redevelopment Area, as described in the proposed First Amendment to the Commercial Street Tax Increment Financing Redevelopment Plan (the "**Amendment**");

WHEREAS, in connection with the removal of the removed property, the Developer has agreed to deposit \$212,506.21 (the "**Deposit**") into the special allocation fund account established for the Original Redevelopment Plan in order to compensate for the loss in payments in lieu of tax anticipated to occur due to the removal of the Removed Property from the Redevelopment Area;

WHEREAS, on August 2, 2024, written notice of the scheduled TIF Commission public hearing was mailed to all taxing districts from which taxable property is included in the original Redevelopment Area ("**Taxing Districts**"), in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, the Amendment was filed with the City Clerk and has been available for public review since August 2, 2024;

WHEREAS, on August 22, 2024, the City published notice in the *Springfield News-Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, on September 3, 2024, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot,

block, tract, or parcel of land lying within the original Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on September 12, 2024, the City again published notice in the *Springfield News-Leader* of the scheduled TIF Commission public hearing to consider the merits of the proposed Amendment, in compliance with Section 99.830, RSMo;

WHEREAS, at least four days prior to the meeting, notice of the TIF Commission meeting at which the public hearing will be held for consideration of the Amendment was posted in compliance with the Missouri Sunshine Law, Sections 610.010 to 610.225, RSMo;

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development, in compliance with Sections 99.825 and 99.830, RSMo;

WHEREAS, on September 19, 2024, at 11:00 a.m., the TIF Commission opened the public hearing to consider the proposed Amendment and associated actions to implement the Amendment and, after taking evidence and testimony during the hearing, continued the hearing by vote to 2:00 p.m. on October 7, 2024;

WHEREAS, on October 7, 2024, at 2:00 p.m., the TIF Commission re-opened the public hearing to consider the proposed Amendment and associated actions to implement the Amendment and, after taking evidence and testimony during the hearing, closed the public hearing;

WHEREAS, the public hearing conducted by the TIF Commission to consider the Amendment and associated actions was open to the public, a quorum of the Commissioners was present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610, RSMo; and

WHEREAS, after considering the evidence and testimony received at the public hearing, the TIF Commission now desires to recommend that the City Council take certain actions to adopt and implement the Amendment.

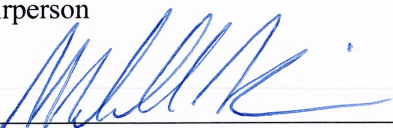
NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission of the City of Springfield, Missouri:

1. **Findings.** The TIF Commission finds that approval of the Amendment, together with the acceptance of the Deposit, is in the best interests of the City and the Redevelopment Area and will promote the further growth and economic development within the City and the Redevelopment Area.

2. **Recommendation.** The TIF Commission recommends that the City Council adopt an ordinance which approves the Amendment and which removes the Removed Property from the Redevelopment Area. The TIF Commission further recommends that the City Council accept delivery of the Deposit for application in accordance with the Original Redevelopment Plan.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SPRINGFIELD, MISSOURI THIS 7th DAY OF OCTOBER, 2024.

Chairperson

By: 

Printed Name: Marshall Kinne



EXPLANATION TO COUNCIL BILL 2024-239 (MCCLURE)

FILED: 10/30/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with Strategic Government Resources, Inc., a Texas Corporation, for the purpose of providing executive recruitment services for the not to exceed price of Thirty-Five Thousand and 00/100 Dollars (\$35,000); and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

PURPOSE: To enter into an agreement with Strategic Government Resources, Inc., a Texas Corporation, for the purpose of providing executive recruitment services for the not to exceed price of Thirty-Five Thousand and 00/100 Dollars (\$35,000); and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

BACKGROUND INFORMATION: The Mayor and City Council have determined they would like to retain the services of a qualified executive search firm to assist in the selection of the new City Manager. An agreement with Strategic Government Resources, Inc. to provide said executive recruitment services is attached with a not to exceed price of \$35,000.

Submitted By: Darla Morrison, Director of Human Resources

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

Attachments:

1. CB RE SGR K
2. SGR Proposal
3. 13 Contract Full Service Recruitment_Final

One-rdg. _____
P. Hrngs. _____
Pgs. 48
Filed: 10/30/24

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-239

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into an agreement with Strategic Government Resources, Inc., a Texas Corporation, for the purpose of providing executive recruitment services for the not to exceed price of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00); and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

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

Section 1 – That the agreement with Strategic Government Resources, Inc., a Texas Corporation, for the purpose of providing executive recruitment services for the not to exceed price of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2 – That the Mayor of the City of Springfield, Missouri, is hereby authorized and directed to execute said agreement by and on behalf of the City of Springfield.

Section 3 – That this Ordinance shall become effective immediately upon its passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

34 Approved as to form: JS, City Attorney

35
36
37 Approved for Council action: Jason A. Hayes, City Manager

PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES

**City Manager
City of Springfield, Missouri**

October 29, 2024

This proposal is valid for 60 days



Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com



October 29, 2024

Hon. Mayor Ken McClure & City Council
City of Springfield, Missouri

Dear Mayor McClure & Council Members,

Thank you for the opportunity to submit this proposal to assist the City of Springfield in your recruitment for a new City Manager. At SGR, we take pride in our unique ability to provide personalized and comprehensive recruitment services to meet your specific needs.

We would like to highlight some key aspects that set SGR apart from other recruitment firms and enable us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR has conducted executive recruitments for over 450 local government clients in 37 states, and we value the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.
- We have a broad community of over 19,000 followers on LinkedIn, one platform we utilize to connect with a wide range of active and passive candidates across the nation.
- Our Servant Leadership e-newsletter, with a subscriber base of over 35,000 in all 50 states, announces all SGR recruitments, further extending our reach. Your position will also be posted on SGR's website and our Job Board.
- In addition, SGR sends targeted emails to our opt-in Job Alert subscriber database including over 5,000 city management professionals.
- Your recruiter for this search, Senior Vice President Marsha Reed, will be the primary contact for the City and lead in the recruitment. SGR's President of Leadership Development and Strategic Foresight, Dr. Mike Mowery, will facilitate the I-OPT assessments and workshop.

We are happy to provide references upon request. We are enthusiastic about the prospect of conducting this recruitment for the City of Springfield, and we are available to schedule a meeting at your convenience to discuss further.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

TABLE OF CONTENTS

- 1** **About SGR**
- 2** **Unique Qualifications**
- 3** **DEI in Recruitments**
- 4** **Project Personnel**
- 5** **Approach and Methodology**
- 6** **Fee Proposal**
- 7** **Terms and Conditions**
- 8** **Placement Guarantee**
- 9** **SGR City Management Recruitments**
- 10** **Sample Position Profile Brochure**

About SGR

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by recruiting, assessing, and developing innovative, collaborative, and authentic leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in providing solutions for local governments in the areas of recruitment and retention, leadership development and training, innovation and future readiness, and everything in between.

With 29 full-time employees, 27 recruiters, 16 facilitators, and multiple consultants who function as subject matter experts on a variety of projects, SGR offers comprehensive expertise.

The company operates as a fully remote organization, with team members located in Texas, Arizona, California, Colorado, Florida, Georgia, Maine, Montana, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and their bios at: <https://sgr.pub/MeetTeamSGR>.

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment and firmly believes in the importance of proactively building a workforce that reflects the diversity of the communities we serve. We leverage an extensive and diverse network to reach potential applicants.

- Your position will be announced in SGR's Servant Leadership e-newsletter, which reaches over 35,000 subscribers across all 50 states.
- We will send targeted emails to over 5,000 opt-in subscribers of SGR's City Management Job Alerts.
- Your position will appear on SGR's Website, <https://sgr.pub/SGRWebsite>, which attracts approximately 20,000 visitors per month.
- Your position will be posted on SGR's Job Board, <https://sgr.pub/SGRJobBoard>, which typically has over 2,000 job listings at any given time and receives approximately 16,000 unique visitors per month.
- SGR implements a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page.
- We frequently collaborate with various local government associations, including the League of Women in Government, Alliance for Innovation, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learn about open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have decades of experience in local government, as well as regional and national networks of relationships. Our executive recruiters leverage the professional networks of all SGR recruiters when recruiting for a position, enabling outreach to a wide and diverse array of prospective applicants. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and/or write on issues of interest to local government executives. SGR can navigate relevant networks as both peers and insiders.

Listening to Your Unique Needs

SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work diligently to conduct a comprehensive recruitment process tailored specifically to your organization. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure an alignment in terms of values, philosophy, and management style perspectives.

While we have established systems for achieving success, we are a “boutique” firm capable of adapting to meet a client's specific needs and providing insights on the pros and cons of their preferred approach.

Trust of Candidates

SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next-generation leaders, earning their trust. As a result, we can bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation accurately, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility and Communication

Your executive recruiter will keep you informed of the search status and will be readily accessible throughout the recruitment process. Candidates and clients can reach the recruiter at any time via cell phone or email. Additionally, the recruiter maintains communication with active applicants, ensuring they are well-informed about the community and the opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a comprehensive screening process designed to ensure a thorough understanding of candidate backgrounds and to minimize surprises. Our vetting process for a full-service recruitment includes the following key components:

- Prescreening questions and technical review of resumes
- Cross-communication among our recruiters regarding candidates who have been involved in previous searches, providing greater insight into their background and skills.
- Written questionnaires to gain insights beyond what is available through a resume.
- Virtual and In-Person interviews.
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, tailored to each candidate based on their previous places of residence and work.
- Thorough, automated, and anonymous reference checks that provide feedback on candidates from a well-rounded group of references.
- Background checks completed by a licensed private investigation firm.

Executive Recruitment Clients

SGR has partnered on executive recruitments with more than 450 local government clients in 37 states. We take great pride in the long-term relationships we have developed with many of our clients who continue to partner with us on future recruitment needs.

View a full list of our Executive Recruitment Clients at: <https://sgr.pub/ERClientList>.

DEI in Recruitments

SGR is deeply committed to equal employment opportunity and considers it an ethical imperative. We unequivocally reject any form of bias, expecting that candidates be assessed solely based on their ability to perform the job. Encouraging underrepresented demographic groups to apply is a vital aspect of our commitment. While we cannot guarantee the composition of semifinalist or finalist groups, SGR actively fosters relationships and contacts on a national scale to ensure meaningful participation of underrepresented groups. Our recruitment process is consistently evaluated and refined to incorporate a focus on equity and inclusion.

Statistics are a testament to our commitment to diversity and inclusion. In our 2023 placements, 31% of candidates were female and 23% indicated they were a person of color. Within SGR, our team of six executives includes three women and one person of color, and 79% of SGR's staff members are women. Our internal hiring practices are designed to attract diverse talent from various backgrounds and experiences. We understand the importance of words, ensuring our recruitment materials are inclusive and reflect an equity-focused perspective.

We also actively recommend advertising placements to attract a diverse applicant pool, leveraging partnerships with organizations such as the League of Women in Government, the Local Government Hispanic Network, and the National Forum of Black Public Administrators. Tracking candidate demographic data helps us proactively recruit traditionally underrepresented candidates for senior management positions in local government. We welcome feedback from our clients and candidates, using post-recruitment surveys to refine our processes and outcomes.

Project Personnel

Marsha Reed, Senior Vice President

MarshaReed@GovernmentResource.com

806-789-9641



Marsha has worked in public service for 38 years prior to her retirement. She is a two-time graduate of Texas Tech University having earned her Bachelor of Science Degree in Civil Engineering in 1988 and her Master's in Public Administration in 2000. Marsha recently retired from the great City of Chandler, Arizona, after six years as the City Manager and two years as Assistant City Manager. Prior to working for Chandler, Marsha worked for the City of Lubbock, Texas for 20 years in a number of positions with the last six years as the Chief Operating Officer. Marsha also spent ten years at the Texas Department of Transportation.

Marsha is a licensed engineer in both Texas and Arizona and has won a number of awards in her career including the Top 3 Public Works Leaders of the Year Award by the Texas Chapter of the American Public Works Association and Engineer of the Year by the South Plains Chapter of Texas Society of Professional Engineers. Marsha has served in a number of leadership positions including President of the Texas Chapter of APWA and the President of the South Plains Chapter of TSPE. Marsha has also served on the Texas Municipal League Board of Directors and is a current member of the Arizona City Managers Association.

In her spare time Marsha enjoys being with her family, traveling, and doing anything outdoors. Marsha has also volunteered her time on Church mission trips, and with a number of non-profit organizations.

Facilitator

Dr. Mike Mowery, President
Leadership Development & Strategic Foresight

MMowery@governmentresource.com

817-223-7320



Dr. Mike Mowery is the President of Leadership Development for Strategic Government Resources (SGR). He has been with SGR since 2011.

Mike has studied leadership for over 30 years and is experienced in guiding local governments in strategic visioning, building effective teams, and overcoming obstacles to improve and enhance organizational health. He has led over 500 Workshops on Leadership for local governments.

He is a graduate of Baylor University, Southwestern Baptist Theological Seminary, and Golden Gate Baptist Theological Seminary. His doctoral project focused on developing a process to help leaders create a strategic vision for a larger organization. This has become the foundation for SGR's approach to Strategic Planning which is being used by more and more City Councils.

Mike is the creator and presenter of SGR's Next Generation Leader training program and leads other workshops and classes including Building Better Leaders, Building the Great Workplace, and Overcoming the 5 Dysfunctions of a Team. Mike has helped develop and redefine SGR's Strategic Visioning Process used in city council retreats around the nation. He was also one of the developers for SGR's Mentoring Program, used to help emerging leaders reach their potential.

Mike has a passion for seeing leaders grow, excel, and provide outstanding leadership to their organizations. In addition to having earned several certifications in facilitation methods, he is in the process of a certified coach with the International Coaches Federation.

Approach and Methodology

A full-service recruitment typically entails the following steps:

- 1. Organization/Position Insight and Analysis**
 - Project Kickoff Meeting and Develop Anticipated Timeline
 - Stakeholder Interviews and Listening Sessions
 - Develop Recruitment Brochure
- 2. Recruitment Campaign and Outreach to Prospective Applicants**
 - Advertising and Marketing
 - Communication with Prospective Applicants
 - Communication with Active Applicants
- 3. Initial Screening and Review by Executive Recruiter**
- 4. Search Committee Briefing to Review Applicant Pool and Select Candidates for Initial Virtual Screening Interviews (up to 15)**
- 5. Evaluation of Virtual Interview Candidates**
 - Written Questionnaires (if desired)
 - Virtual Interviews
 - Media Searches - Stage 1, as described below
- 6. Search Committee Briefing to Determine Semifinalist Candidates (up to 8 Semifinalist)**
 - In-person Confidential Interviews (up to 2 days)
- 7. Search Committee Briefing to Select up to 5 Finalists**
- 8. Evaluation of Finalists**
 - Comprehensive Media Searches - Stage 2, as described below
 - Background Investigation Reports
 - I-OPT Assessments (if desired)
 - DiSC Management Assessments (if desired, supplemental cost)
 - First Year Plan or Other Advanced Exercise (if desired, may occur later in process)
 - Press Release Announcing Finalists (if requested)
- 9. Two-Day Interview Process**
 - Face-to-Face Interviews
 - Stakeholder Engagement
 - I-OPT Virtual Workshop (if desired)
 - Deliberations
 - Reference Checks (may occur earlier in process)

10. Negotiations and Hiring Process

- Determine Terms of an Employment Offer
- Negotiate Terms and Conditions of Employment
- Press Release Announcing New Hire (if requested)

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding of your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 35,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Candidates for Initial Virtual Interviews

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of candidates. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Virtual Interview Candidates

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively

with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of virtual interview candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires (if desired)

As part of our thorough evaluation process, SGR will request candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the confidential briefing book.

Virtual Interviews

Virtual interviews will be conducted for virtual interview candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting semifinalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

“Stage 1” of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at this stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any “red flags” or noteworthy media coverage to the Search Committee as part of the review of candidates with the Search Committee.

Step 6: Search Committee Briefing to Select Semifinalists

Prior to this briefing, SGR will provide the Search Committee with a confidential briefing book on the virtual interview candidates via an electronic link. The confidential briefing book includes cover letters, resumes, and completed questionnaires. The objective of this meeting is to narrow the list to semifinalists who will be invited to participate in confidential onsite interviews.

Step 7: Evaluation of Semifinalists

In-person confidential interviews

Step 8: Search Committee Briefing to Select Finalists

Step 9: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates’ soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR’s reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists’ names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists’ names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

I-OPT Assessments (if desired, may occur later in the process)

SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. SGR will provide individual I-OPT assessments for the participants to determine the different personality styles of each and how the different styles can work better as a team to accomplish change.

DiSC Management Assessments (if desired, may occur later in the process; supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate's preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise (if desired, may occur later in process)

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 10: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

I-OPT Workshop

Once the I-OPT assessments are completed, a virtual discussion of the results will take place with the participants to interpret the individual personality styles and the overall effect they have on collaboration. A mock team report can also be reviewed comparing the results of the participant assessments with the City Council Members' assessments, if desired. View sample I-OPT reports on the SGR website at: <https://sgr.pub/SampleIOPT>.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Step 11: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered

best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

Complimentary Leadership Development Workshop

As part of our commitment to ensuring long-term success, SGR is pleased to offer a complimentary, four-hour, leadership development workshop for your organization within 12 months of the successful completion of the executive search. SGR Executive Recruitment clients would be responsible for the travel costs associated with facilitation only—no professional fee (a cost savings of up to \$4,750)! Leadership Development workshops are designed to support the newly appointed leader and foster a servant leadership culture within your team, enhancing collaboration and alignment across the organization. Standard leadership development workshops include the following topics:

- Creating a Servant Leadership Culture
- Governance
- Team Building
- Strategic Planning
- Strategic Visioning

We offer additional post-hire services, such as executive coaching and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please email training@governmentresource.com or visit:

<https://www.governmentresource.com/leadership-development-training-resources>.

Fee Proposal

Not-to-Exceed Price: \$32,900

Not-to-Exceed Price is comprised of:

- **Fixed Fee of \$30,400**
- **Up to \$2,500 in Ad Placements (billed at actual cost)**

The Fixed Fee includes:

- Stakeholder Interviews and Listening Sessions
- Production of a Professional Recruitment Brochure
- Recruitment Campaign and Outreach:
 - Outreach to Prospective Applicants
 - Custom Graphics for Email and Social Media Marketing
 - Announcement in SGR's Servant Leadership e-Newsletter
 - Post on SGR's Website
 - Ad on SGR's Job Board
 - Two (2) Targeted Job Blasts to SGR's Opt-In Subscriber Database
 - Promotion on SGR's LinkedIn
- Application Management, Screening, and Evaluation
- Virtual Interviews for Initial Candidate Screening
 - Questionnaires for up to 15 Candidates (if desired)
 - Virtual Interviews for up to 15 Candidates
 - Media Searches – Verbal Report from Recruiter on Stage 1 Reports for up to Fifteen (15) Candidates
 - Select up to Eight (8) Semifinalists Based on Results

Semifinalist Evaluation:

- Semifinalist Confidential Briefing Books (resumes, cover letters & questionnaires) via Electronic Link
 - In-Person Confidential Interviews for up to 8 Semifinalists
 - Select up to Five (5) Finalists based on results
- Evaluation of Finalists
- Comprehensive Stage 2 Media Reports for up to Five (5) Finalists
- Verbal Report from Recruiter on Background Investigation Reports for up to Five (5) Finalists
- Leadership Acumen Assessment Tool (if desired, supplemental cost)
- I-OPT Assessments for up to Five (5) Candidates and Virtual Workshop
- Reference Checks for up to Five (5) Finalists

- Finalist Briefing Books (resumes, cover letters, questionnaires (if applicable), Stage 2 Media Reports, & Reference Report) via Electronic Link
- Onsite Interviews, Exercises and Activities with up to Five (5) Finalists
- Up To Three (3) Onsite Visits by the Recruiter for 1-3 days each, Inclusive of Travel Costs
- Complimentary Virtual Leadership Development Workshop

Reimbursable Expenses included in the not-to-exceed price:

- Ad placements up to \$2,500 will be billed at the actual cost with no markup for overhead and are incorporated into our not-to-exceed price.

Reimbursable Expenses not included in the not-to-exceed price:

- Ad placements over and above \$2,500 will be billed back at actual cost with no markup for overhead.

Supplemental Services/Other Expenses not included in the fixed or not-to-exceed price:

- There may be additional charges for substantial and substantive changes made to the recruitment brochure after the brochure has been approved by the Organization and the position has been posted online. Organization would be notified of any supplemental costs prior to changes being made.
- At your request, SGR can conduct an online stakeholder survey for \$1,500 to help identify key issues or priorities that you may want to consider prior to launching the search. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the Organization. Please note that this type of survey may extend the recruitment timeline.
- Virtual interviews over and above the 15 included in the Fixed Fee - \$250 per candidate.
- Additional comprehensive stage 2 media reports over and above the maximum of five (5) included in the fixed price above - \$750 per candidate.
- Additional background investigation reports over and above the maximum of five (5) included in the fixed price above - \$500 per candidate.
- Additional I-OPT assessments for candidates over and above the maximum of five (5) included in the fixed price above - \$175 per candidate.
- I-OPT assessments for City Council Members and other individuals are \$175 per assessment. Team reports can be provided at no additional cost. If both candidates and City Council Members complete the assessments, mock team reports comparing the results between the candidates and Council can be provided at no additional cost.
- If the Organization desires the I-OPT workshop to be done in-person, the Organization would be responsible for travel costs. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.

- Additional reference checks over and above the maximum of five (5) included in the fixed price above - \$250 per candidate.
- DiSC Management assessments - \$175 per candidate.
- Virtual Candidate, Semifinalist and finalist briefing materials will be provided to the Organization via an electronic link. Should the Organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits by the recruiter over and above the three (3) onsite visits included in the fixed price are an additional cost. Travel time and onsite time are billed at a professional fee of \$1,000 per day. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- SGR Executive Recruitment clients wishing to utilize the complimentary leadership development workshop would be responsible for the travel costs associated with facilitation only. Meals are billed back at a per diem rate of \$15 for breakfast, \$20 for lunch, and \$30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost with no markup for overhead.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.
- If the organization desires any supplemental services not mentioned in this fee proposal, an estimate of the cost will be provided at that time, and no work shall be done without approval.

Billing

SGR will bill the fixed fee in four (4) installments: 30% upon contract execution, 30% after the applicant pool is presented, 30% after finalist interviews, and 10% upon acceptance of employment. Ad placement expenses and supplemental services/other expenses will be billed as incurred or provided. Balances that are unpaid after the payment deadline are subject to a fee of 5% per month or the maximum lawful rate, whichever is less, on the owed amount every month, charged monthly until the balance is paid.

Terms and Conditions

- The organization agrees not to discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law.
- The organization agrees to refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- The organization agrees to provide SGR with any candidates that were previously accepted as applicants for the given position before engaging SGR to conduct the recruitment for the subject position.
- If the organization wishes to place ads in local, regional, or national newspapers, the organization shall be responsible for paying directly for the ads and for placing the ads using language provided by SGR.
- The organization bears the cost of candidate travel, and candidates are reimbursed directly by the organization.

Placement Guarantee

SGR is committed to your satisfaction with the results of our full service recruitment process. If, for any reason, you are not satisfied, we will repeat the entire process one additional time, and you will be charged only for expenses as described in the Fee Proposal under Supplemental Services. Additionally, we promise not to directly solicit any candidate selected under this engagement for another position while they are employed with your organization.

In the event that you select a candidate fully vetted by SGR, who subsequently resigns or is released for any reason within 12 months of their hire date, we are committed to conducting a one-time additional executive search to identify a replacement. In this case, you will only be charged for related expenses as described in the Fee Proposal.

If your organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the placement guarantee will be null and void. Additionally, SGR does not provide a guarantee for candidates placed as a result of a partial recruitment effort or limited scope recruitment.

City & County Management Recruitments, 2019-Present

In Progress

- Corsicana, Texas (pop. 25,000) – City Manager
- Heath, Texas (pop.) – City Manager
- Kilgore, Texas (pop. 14,000) – City Manager
- Marshall, Texas (pop. 23,600) – City Manager
- Marysville, Kansas (pop. 3,500) - City Administrator
- Miami, Oklahoma (pop. 13,000) - City Manager
- New Rochelle, New York (pop. 82,000) – City Manager
- New Smyrna Beach, Florida (pop. 32,000) - City Manager
- Scarsdale, New York (pop. 18,000) - Village Manager
- Treasure Island, Florida (pop. 6,500) - City Manager

2024

- Coffeyville, Kansas (pop. 9,000) - City Manager
- Duncan, Oklahoma (pop. 23,000) - City Manager
- DuPont, Washington (pop. 10,000) - City Administrator
- Edwardsville, Kansas (pop. 4,700) - City Manager
- Leander, Texas (pop. 80,000) - City Manager
- Leavenworth, Kansas (pop. 37,351) – City Manager
- Manhattan, Kansas (pop. 55,000) – City Manager
- Medford, Oregon (pop. 90,000) - City Manager
- Orono, Maine (pop. 11,000) - Town Manager
- San Juan County, Washington (pop. 18,000) - County Manager
- Topeka, Kansas (pop. 125,000) - City Manager

2023

- Camp Verde, Arizona (pop. 12,000) - Town Manager
- Cleburne, Texas (pop. 33,000) - City Manager
- Bristol, Tennessee (pop. 27,000) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager

- Lafayette, Colorado (pop. 30,000) - City Administrator
- Laredo, Texas (pop. 256,000) - City Manager
- Largo, Florida (pop. 84,000) - City Manager
- Lawton, Oklahoma (pop. 90,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Navajo County, Arizona (pop. 106,000) - County Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Snyder, Texas (pop. 11,000) - City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Trophy Club, Texas (pop. 13,000) - Town Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Fort Collins, Colorado (pop. 175,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager
- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop. 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager

- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager
- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager

- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager

- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator



CITY MANAGER

TOPEKA, KANSAS





THE COMMUNITY

Ideally situated along the Kansas River, Topeka is the capital of Kansas, covering 61.45 square miles, and is located along I-70, approximately 60 miles from Kansas City. The City is home to nearly 125,500 residents and is part of a metro area comprising the counties of Shawnee, Jackson, Jefferson, Wabaunsee, and Osage. Topeka is the fifth largest city in Kansas, behind Wichita, Overland Park, Olathe, and Kansas City, and is the seat of Shawnee County. Residents of Topeka enjoy a high quality of life, exceptional services and amenities.

With the cost of living and doing business well below the national average, Topeka is an ideal location for businesses; over the years, the city has grown into a thriving commerce hub with a pro-business attitude that encourages sustainable economic development and entrepreneurship. Topeka has gained nearly 1,400 jobs since 2019 and recovered swiftly from economic shutdowns. As of August 2023, the city has regained 207% of jobs lost due to the pandemic, boasting employment well over pre-pandemic levels. Major employers in the community include Advisors Excel, Capitol Federal, the City of Topeka, the State of Kansas, Stormont Vail Health, Topeka Public Schools, Blue Cross Blue Shield of Kansas, the University of Kansas Health Systems St. Francis Campus, Mars Chocolate Factory, Goodyear Tire & Rubber, Hill's Pet Nutrition, Reser's Fine Foods, Wal-Mart, and Burlington Northern Santa Fe Railroad.

In North Topeka, "NOTO" has emerged as a redeveloped arts area north of the Kansas River. Revitalization is also ongoing in the South Topeka Redevelopment District, and the city's historic downtown district features an assortment of eclectic art galleries, restaurants, and antique and clothing stores. Outside of work, locals keep busy visiting area tourist attractions like the Topeka Zoo & Conservation Center, Kansas Museum of History, Brown v. Board of Education National Historic Site, and Evel Knievel Museum. They also enjoy cheering on the Topeka Tropics, a professional indoor football team, and attending community events and celebrations, including Fiesta Topeka, Tulip Time, and the Huff 'n Puff Hot Air Balloon Festival.

Most area children are served by Topeka Public Schools District #501. There are also several private and parochial schools in the area, including Topeka Collegiate School and Cair Paravel Latin School. For those seeking higher education, Washburn University's 160-acre primary campus and Washburn Tech campus offer approximately 200 programs and certificates, and Rassmussen University features over 50 career-focused programs. Additionally, Kansas State University, the University of Kansas, Emporia State University, and several community colleges are within commuting distance.

Several state-of-the-art healthcare facilities serve the area. Stormont Vail Health — a regional medical center and part of the Mayo Clinic Network — is the area's only Level III Neonatal Intensive Care and Trauma Center, and the University of Kansas Health System St. Francis Campus and Colmery-O'Neil Veterans' Administration Medical Center offer a full range of cutting-edge services.

According to the latest Census data, the median household income in Topeka is about \$50,870, and owner-occupied homes in the community have a median value of \$106,500.



STRATEGIC GOALS/FOCUS AREAS

Equity
Sustainability

Innovation
Municipal Operations

VISION

As the capital city of Kansas, Topeka is recognized as a vibrant community where people choose to live, work, learn, and play and of which Kansans are proud.

MISSION

To provide exceptional, cost-effective services in partnership with the community, which add value and enhance the quality of life for all.

GOAL

Build citizen satisfaction, confidence, and trust in service delivery and operations management.

VALUES

We recognize and value a diverse workforce committed to service to the community.
We value and believe in:

- **Collaboration.** We embrace a spirit of teamwork, empowerment, cooperation, communication, and community involvement.
- **Integrity.** We hold ourselves to the highest level of honesty, truthfulness, and ethical conduct.
- **Accountability.** We use public resources responsibly and regularly report on the achievement of stated performance objectives.
- **Professionalism.** We are committed to ensuring the highest level of professional standards.
- **Transparency.** We provide access by the public to timely and reliable information on decisions and performance.

GOVERNANCE & ORGANIZATION

The City operates under a council-manager form of government and is governed by a mayor — elected at large — and nine council members elected from districts, each serving four-year terms with no term limits. The council votes on ordinances, resolutions, applications, and plats and considers zoning petitions, receiving reports, and other items. Council members also hire a professional city manager to implement their vision and policies and manage daily operations, including overseeing the work of Topeka’s approximately 1,187 employees.

The City provides a full array of municipal services, from administration, finance, and human resources to public works, public safety, and planning. Outcome statements outlined in the 2024 budget include:

- **Housing:** Increase overall housing inventory equitably and elevate current housing stock
- **Community Appearance:** Improve the appearance of the Capital City of Kansas
- **Growth:** Increase the number of people who live and work in Topeka
- **Operations:** Focus on the guiding principles of equity, innovation, sustainability, and municipal operations to deliver essential services to our Citizens

Topeka’s FY 2024 Adopted Annual Operating Budget is \$369.5 million, including a General Fund of \$115 million, based partly on a mill levy rate of 36.963. The organization has been recognized by the Government Finance Officers Association’s Distinguished Budget Presentation Award and enjoys bond ratings of AA from Standard & Poor’s and Aa3 from Moody’s.



ABOUT THE DEPARTMENT

With 13 employees and an annual departmental budget of about \$907,280, city administration is divided into three divisions: the City Manager's Office, the City Clerk's Office, and Communications. Department goals and objectives for the coming year include:

- Providing continuous leadership resulting in optimal customer service delivery
- Identifying public and private partnership opportunities to leverage community development opportunities
- Participating in community engagement opportunities, including interaction with neighborhood organizations and other speaking opportunities
- Responding to the legislative needs of the governing body and their constituents
- Providing consistent and responsive customer service
- Administering records management training for the City of Topeka to effectively maintain custody of City documents
- Improving efforts toward excellence in the provision of government services and processes
- Upgrading the City4 system to provide more enhanced, clear visuals
- Administering the Affordable Connectivity Outreach Grant Program and helping spread awareness about digital equity resources in partnership with the Community Engagement and the TSC – Get Digital Coalition





ABOUT THE POSITION

Under general direction from the governing body, the City Manager provides vision, leadership, and strategic planning for the City, developing and implementing short- and long-range plans and motivating and evaluating the organization's team of dedicated public servants.

The position is responsible for crafting the organization's annual operating budget and capital improvements program; gathering, interpreting, and preparing data for studies, reports, recommendations, and presentations; coordinating City activities with outside entities; and providing professional advice to the governing body. It also reviews and evaluates program service delivery methods and systems, identifying opportunities for improvement.

In addition to maintaining open and supportive relations with the mayor and Governing Body, this role also serves as a resource for appointed boards and commissions, civic and neighborhood groups, and citizens. Other essential duties include:

- Coordinating the preparation of Governing Body's agendas; addressing governing body members on behalf of City staff; and representing council to employees, community groups, members of the public, and other governmental agencies
- Facilitating and sustaining positive labor relations and providing guidance and direction for labor negotiations to ensure agreements are consistent with governing body and City goals and objectives
- Establishing positive working relationships with representatives of community organizations, state/local agencies and associations, and the public
- Attending and participating in professional and community meetings as necessary; staying current on issues relative to public administration and relative service delivery responsibilities; and responding to and resolving sensitive and complex community and organizational inquiries and complaints

OPPORTUNITIES & CHALLENGES

Hitting the ground running in their focus on community priorities, the next City Manager will face several challenges and opportunities and will need to develop long-term strategies to help position Topeka to achieve its goals and realize its mission of providing exceptional service and quality of life.

The selected candidate should be prepared to assess, develop, and implement strategies related to community growth that address various challenges, such as lack of housing, aging infrastructure, and poverty-related issues. This will include continued work on ordinances to manage aging multi-family properties.

Governing Body members have also prioritized the redevelopment of Topeka neighborhoods and the community's downtown. Progress toward those goals will mean attracting new economic development to town, addressing critical infrastructure, and implementing beautification efforts that instill pride and bolster Topeka's reputation as a tourism destination. The City also has a hotel in its portfolio and will expect the new City Manager to work with community leaders to develop an innovative economic development strategy for the property, including moving it to private investors.

As the city grows, the new hire will be tasked with keeping master plans and other governing documents updated and adjusting City services and amenities to align with community needs and desires. That will include a master plan focused on fire services.

The new City Manager will also have the opportunity to hire a new Deputy City Manager to help them accomplish these goals.



IDEAL CANDIDATE

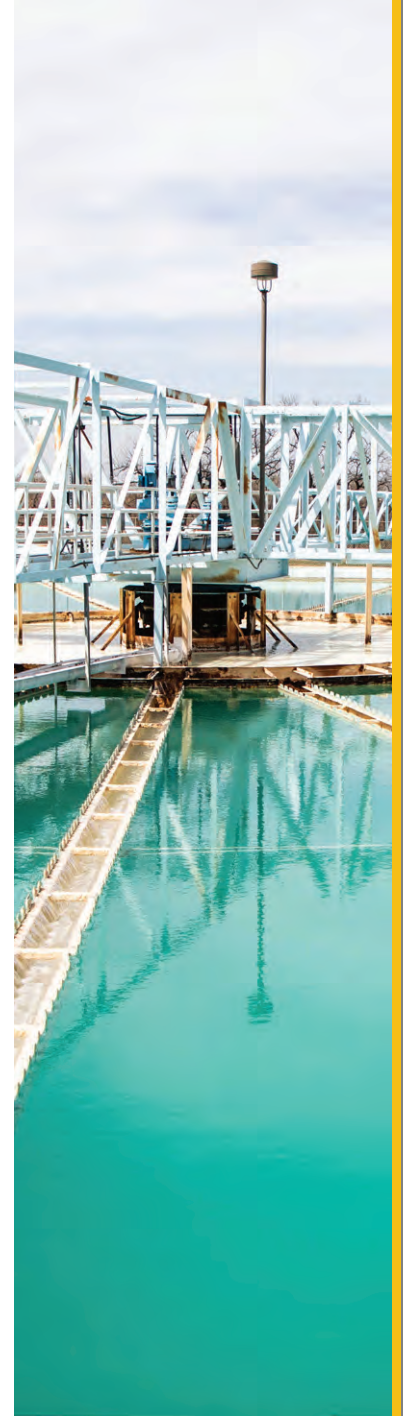
The City of Topeka seeks an experienced, visionary leader with the creativity and calculation to advance the organization and community. The next City Manager will continually demonstrate a dedication to public service and a strong commitment to the City's mission, vision, and values. An ethical, inclusive, fair, and open-minded manager, the ideal candidate is an energetic and charismatic leader eager to build upon the City's confidence and momentum in pursuing sustainable growth and economic development.

City leaders desire a candidate who will excel in helping a diverse and dynamic governing body achieve consensus on community-wide initiatives and projects and build upon the established organizational base of a relatively young council-manager form of governance. Understanding the nuances of working with elected officials and experience with a larger City Council or board — and working with labor unions and collective bargaining agreements — will be particularly valuable.

The right fit for this role will also have experience with infrastructure maintenance plans and developing and implementing capital improvement programs, understand the ins and outs of managing multiple large departments and a complex city budget, and be knowledgeable about economic development programs, with the ability to work with the Joint Economic Development Board to bring desirable new businesses into the region.

A transformative leader with a collaborative and results-oriented management style, the selected candidate will encourage cooperation across departments and foster a culture of accountability, innovation, and mentorship. They will build a strong team by maintaining high morale and inspiring staff to reach their greatest potential, and they will use their interpersonal and communication skills to engage and empower the City's team of committed public servants without micromanaging.

Topeka's next City Manager will also help the Governing Body, organization, and community continue to implement a cohesive strategic plan. Proven experience in a growing community and developing excellent relationships with a variety of internal and external stakeholders, including members of the media, will be essential.



EDUCATION & EXPERIENCE

A master's degree in public administration, political science, business management, or a closely related field is required for this position, though an MPA is ideal. Candidates should also have at least seven years of responsible administrative, business and industry and/or municipal, public agency experience, with 10 years preferred.

Knowledge of municipal finance, human resources, public works, public safety, and community development is strongly preferred, as is a record of effective personnel and budget management, strong community relations, and experience working with elected leaders and appointed boards.

Please note that Topeka residency will be required within a year of hire and preferably within four months.

COMPENSATION & BENEFITS

The City of Topeka is offering a minimum starting salary of \$235,000 for this position, depending on experience and qualifications. The organization's comprehensive benefits package includes medical, dental, prescription, vision, cancer, critical care and short-term disability insurance; generous paid leave policies; tuition reimbursement; an Employee Assistance Program; flexible schedules; and a friendship fund and shared leave program.

Employees also receive access to a health and wellness clinic and fitness center, membership to the Topeka Zoo, and other employee discounts. This position will additionally have access to a City-issued cell phone and laptop and receive a vehicle allowance.

Topeka participates in the Kansas Public Employees Retirement System. In 2024, employees will contribute 6% of their salary, while the City matches at 9.26%. A 457 deferred compensation plan is also available.

APPLICATION PROCESS

[Please apply online](#)

For more information on this position, contact:

Marsha Reed, Senior Vice President
MarshaReed@GovernmentResource.com
806-789-9641



The City of Topeka, Kansas, is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists will be subject to a comprehensive background check.

RESOURCES

City of Topeka
topeka.org

City Manager's Office
topeka.org/citymanager

Topeka CVB
visittopeka.com

JEDO
jedoecodevo.com

Go Topeka
gotopeka.com

MTPO
topekampo.org

Topeka Chamber
topekachamber.org

Promotional Video



**Agreement for Executive Recruitment Services ("PROJECT")
to City of Springfield, Missouri ("CLIENT") between
CLIENT and Strategic Government Resources, Inc., DBA SGR ("SGR")**

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees, in exchange for the not to exceed price of \$35,000:

- A. To perform the services described in SGR's Proposal for PROJECT dated October 29, 2024 ("PROPOSAL"), a copy of which is attached hereto and incorporated by reference as Exhibit "A," substantially in the timeframe projected in the PROPOSAL.
- B. To honor the Placement Guarantee stated in the PROPOSAL.
- C. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects.
- B. To timely provide photos/graphics and information necessary to develop recruitment brochure, narrow candidate field, and conduct candidate screening and interviews; failure to do so may, in SGR's reasonable discretion, extend timeline and can negatively impact the outcome of the process.
- C. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- D. To refer all prospective applicants to SGR and not to accept applications independently during the recruitment process.
- E. To consult with SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- F. That if CLIENT receives an open records request related to this PROJECT, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt and that CLIENT shall provide sufficient time for SGR to notify and provide advance notice to the impacted individuals prior to CLIENT releasing the required information with protected information redacted.
- G. To directly reimburse finalists for travel-related expenses relating to in-person interviews.
- H. That CLIENT is ultimately responsible for candidate selections and CLIENT will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, or applicable state, or local law.
- I. To comply with the Fair Credit Reporting Act.

J. To cooperate with SGR to enable SGR to perform its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. The PROPOSAL is incorporated herein for all purposes including all terms defined therein, but if there is any conflict or inconsistency between the terms or conditions of this Agreement, this Agreement controls.
- B. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- C. CLIENT grants SGR permission to use any name, logo, or other identifying mark of CLIENT in SGR's social media content to refer to the relationship established by this agreement.
- D. Remedies
 - i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
 - ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR shall be compensated for all work satisfactorily performed up to and through the termination date.
- E. CLIENT acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects through the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates with whom SGR may be having conversations as part of the recruitment process, may be damaging to the prospects, CLIENT, and SGR. Accordingly, CLIENT acknowledges and, to the extent permitted by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of SGR, regardless of whether such information has been shared with CLIENT.
- F. There are no third-party beneficiaries to this Agreement.
- G. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.
- H. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.

- I. This Agreement will be governed by the substantive laws of the State of Missouri without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in Greene County of the State of Missouri.
- J. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
 - i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Jeri J. Peters
President of Executive Recruitment
JJPeters@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

- K. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, information disclosure, placement guarantee, and any representations and warranties survive this Agreement.
- L. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- M. Time is of the essence to this Agreement.
- N. This Agreement may be executed in counterparts which together will comprise the Agreement.
- O. This Agreement is subject to appropriation of funds by CLIENT.
- P. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of CLIENT.
- Q. Compliance with laws. SGR shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the Project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.
- R. Consequential Damages. In no event shall CLIENT be liable to SGR for special, indirect, or consequential damages.
- S. Fiduciary Duty. SGR owes a fiduciary duty to CLIENT, including the duty of care and the duty of loyalty. SGR shall act in the best interest of CLIENT.
- T. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
- U. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. SGR is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. SGR is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.
- V. Insurance. SGR shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of CLIENT against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Specifically, SGR shall carry general liability, automobile liability, employers' liability, and professional liability with coverage limits of no less than \$1 million per policy, as well as workers' compensation coverage as required by statute.
- W. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected

thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

- X. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and SGR is associated with a business entity, SGR 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, SGR must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.
- Y. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

Strategic Government Resources, Inc., DBA SGR

CLIENT

Signature

Signature

Printed Name: Jeri J. Peters

Printed Name: _____

Title: President of Executive Recruitment

Title: _____

Date

Date



EXPLANATION TO AS PER RSMO. 109.230 (4), CITY RECORDS THAT ARE ON

FILED: 10/28/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

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

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 10/29/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

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

Attachments: None



EXPLANATION TO COUNCIL BILL 2024-240 (LEE)

FILED: 10/16/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Courtney Fadler and reappointments of Louie Michael and Mark Pickens to the Airport Plaza Community Improvement District Board of Directors.

PURPOSE: To appoint Courtney Fadler and reappoint Louie Michael and Mark Pickens to the Airport Plaza Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION:

As required by the petition establishing the Airport Plaza Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following appointments to the Board:

Seat	Name	Qualification	Term Expires	Notes
3	Louie Michaels	Property owner representative	12/31/2027	Reappointment
4	Mark Pickens	Property owner representative	12/31/2027	Reappointment
5	Courtney Fadler	Property owner representative	12/31/2027	New appointment

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 10/25/2024

Attachments: 1. Airport Plaza CID Board Appt

One-rdg. X
P. Hrngs.
Pgs. 3
Filed 10-29-24

Sponsored by Lee

COUNCIL BILL 2024-240 RESOLUTION

A RESOLUTION

CONFIRMING the appointment of Courtney Fadler and reappointments of Louie Michael and Mark Pickens to the Airport Plaza Community Improvement District Board of Directors.

WHEREAS, the petition establishing the Airport Plaza Community Improvement District (“CID”) establishes the qualifications of, and process for, appointing members to the Airport Plaza CID Board of Directors (“Board”); and

WHEREAS, said petition provides that Airport Plaza CID Board members are appointed by the Mayor with the consent of City Council; and

WHEREAS, there is currently a need to appoint three members to the Airport Plaza CID Board; and

WHEREAS, the Mayor desires to appoint Courtney Fadler to the Airport Plaza CID Board; and

WHEREAS, the Mayor desires to reappoint Louie Michaels and Mark Pickens to the Airport Plaza CID Board; and

WHEREAS, City Council desires to confirm said appointment and reappointments made by the Mayor.

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

Section 1 – The Mayor hereby appoints, and City Council hereby confirms the appointment of, Courtney Fadler to the Airport Plaza CID Board, with her term to expire on December 31, 2027.

Section 2 – The Mayor hereby reappoints, and City Council hereby confirms the reappointment of, Louie Michael to the Airport Plaza CID Board, with his term to expire on December 31, 2027.

36 Section 3 – The Mayor hereby reappoints, and City Council hereby confirms the
37 reappointment of, Mark Pickens to the Airport Plaza CID Board, with his term to expire
38 on December 31, 2027.

39
40 Section 2 – This Resolution shall be in effect immediately upon adoption.

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42 Passed at meeting: _____

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44 _____
45 Mayor

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47 Attest: _____, City Clerk

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49 Filed as Resolution _____

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52 Approved as to form: Laura Vales, Assistant City Attorney

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54
55 Approved for Council action: Jason A. Hays, City Manager