



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 18, 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.**
- 3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.**
CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.
- 4. CEREMONIAL MATTERS.**
- 5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
- 6. SECOND READING AND FINAL PASSAGE.**
Citizens Have Spoken. May Be Voted On.
 - 6.1. 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.
 - 6.2. 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).

- 6.3. 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).
- 6.4. 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).
- 6.5. 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).
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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.

6.10. 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.

6.11. 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.

6.12. 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.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On. Except Items 7.1 and 7.2. Citizens Have Spoken.

7.1. Council Bill 2024-220 (Jenson) This item was postponed from the November 4, 2024, City Council Meeting until the November 18, 2024, City Council Meeting.

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.

7.2. Council Bill 2024-221 (Jenson) This item was postponed from the November 4, 2024, City Council Meeting until the November 18, 2024, City Council Meeting.

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.

7.3. Council Bill 2024-241 (Horton)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 1609 North National 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 2024-242 (Jenson)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 511 South Newton 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.

7.5. Council Bill 2024-244 (Hardinger)

A resolution declaring the official intent of the City of Springfield, Missouri to issue its special obligation bonds in a principal amount not to exceed \$35,000,000 to finance the costs of expansion and improvement of the Noble Hill Sanitary Landfill.

7.6. Council Bill 2024-245 (Hosmer)

A resolution adopting the Springfield Brownfields Program Revolving Loan Fund Policy Manual.

7.7. Council Bill 2024-259 (McClure)

A resolution declaring the results of the Special Municipal Election held on November 5, 2024, under the Home Rule Charter of the City of Springfield, Missouri, on the questions of whether to enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

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

10.1. Council Bill 2024-246 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to accept \$1,000,000 in grant funds from the United States Environmental Protection Agency for the Revolving Loan Fund Grant Supplemental Funding Program to provide loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund; amending the budget for the Department of Economic Vitality and Workforce Development for Fiscal Year 2024-2025 in the amount of \$1,000,000; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

10.2. Council Bill 2024-247 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to accept funds from the Missouri Humanities Trust Fund, through the Missouri Arts Council, in the amount of \$10,000,000 to support the design and construction of the Springfield Art Museum's Renovation and Expansion Project; amending the Fiscal Year 2024-2025 budget in the

amount of \$10,000,000 to appropriate the funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

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 2024-248 (Horton)

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 Hilton Avenue from Mt. Vernon Street to College Street in the amount of up to \$466,099.21; 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 2024-249 (Horton)

A special ordinance approving the plans and specifications for American Rescue Plan Act ("ARPA") sidewalk, road, and stormwater improvements for Hilton Avenue from Mt. Vernon Street to College Street; accepting the bid of Radmacher Brothers Excavating Co., Inc. for construction of the project in the amount of \$589,999.00; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

13.3. Council Bill 2024-250 (Jenson)

A special ordinance approving the plans and specifications for the Replacement of the Walnut Street Bridge over Jordan Creek project; accepting the bid of Hartman and Company, Inc., in the amount of \$3,234,217.60 for said project; authorizing the City Manager, or designee, to enter into a contract with such bidder; amending the Fiscal Year 2024-2025 budget of the Department of Public Works to appropriate additional federal funds; and declaring this Ordinance qualifies for approval in one reading pursuant to Charter Section 2.16(25).

13.4. Council Bill 2024-251 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept funds from the State of Missouri, through the Missouri Department of Social Services, in the amount of \$970,000 for use by the Springfield-Greene County Health Department's Family Connects program; amending the Fiscal Year 2024-2025 budget in the amount of \$970,000 to appropriate the funds; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

13.5. Council Bill 2024-252 (Carroll)

A special ordinance accepting the bid of JD Wallace Contracting, LLC, in the amount of \$1,133,944.50 for the construction of sanitary sewers in Sanitary Sewer District No. 217

of Section No. 15, located in the vicinity of Bagnell Street and Biloxi Avenue, as indicated on “Exhibit A;” authorizing the City Manager, or designee, to enter into a contract and to approve the bond for said improvement; authorizing progress payments to be made to the contractor; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 10.15 of the City Charter.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2024-253 (Lee)

A special ordinance amending the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of \$6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of \$10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

14.2. Council Bill 2024-254 (Horton)

A special ordinance approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of \$22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

14.3. Council Bill 2024-255 (Horton)

A special ordinance approving the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of \$4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

14.4. Council Bill 2024-256 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of \$272,520.65.

14.5. Council Bill 2024-257 (Hardinger)

A general ordinance amending special Ordinance 6863 to reallocate \$100,000 appropriated to the Department of Planning and Development for the Housing and Urban Development (“HUD”) five-year consolidated plan to support housing and the remaining balance from the \$50,000 appropriated to the HUD consolidated plan for fair housing to fund the Sunshine Street Corridor Plan.

14.6. Council Bill 2024-258 (McClure)

A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with Anita J. Cotter for the purpose of employing her as City Clerk; authorizing payment of salary and benefits in accordance with the provisions of said

agreement; and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Terry Rucker wishes to address City Council.

15.2. Tim Havens wishes to address City Council.

16. NEW BUSINESS.

16.1. The Committee of the Whole recommends the following appointments to the Board of Public Utilities: Jeffery Shore, Ryan Kruger, and Ryan Mooney, with terms to expire December 1, 2027.

16.2. The Committee of the Whole recommends the following reappointments to the Board of Public Utilities: Dr. Alina Lehnert and Steve Edwards, with terms to expire December 1, 2027.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

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

19.1. Council Bill 2024-260 (McClure)

A special ordinance authorizing the City Manager, or designee, to accept grant funds from the Musgrave Foundation, in the amount of \$10,000, for the benefit and use of the Mayor's Commission for Children to help further the mission of the Commission in the upcoming year.

19.2. Council Bill 2024-261 (Simpson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Jack Henry Subdivision, generally located at 3725 East Battlefield Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

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

20.1. Council Bill 2024-262 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a Transportation Enhancements Funds Supplemental Agreement with the Missouri Highways and Transportation Commission for the purpose of funding preliminary

engineering and right of way acquisition for the Mt. Vernon and Miller Sidewalks project; and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$28,000 to appropriate the grant funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

20.2. Council Bill 2024-263 (Horton)

A resolution approving the use of Zone 1 Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvements Sales Tax in the amount of \$20,201 to fund improvements to Silver Springs Park that may include sidewalks, landscaping, signage, or parking lot overlay.

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

21.1. Confirm the following appointment to the Citizens' Advisory Committee for Community Development: Ramona Teeter with term to expire May 1, 2027.

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

21.3. Confirm 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.

22. END OF CONSENT AGENDA.

23. ADJOURN.

EXPLANATION TO COUNCIL BILL 2024-225 (MCGULL)

FILED: 11/07/2024

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:

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

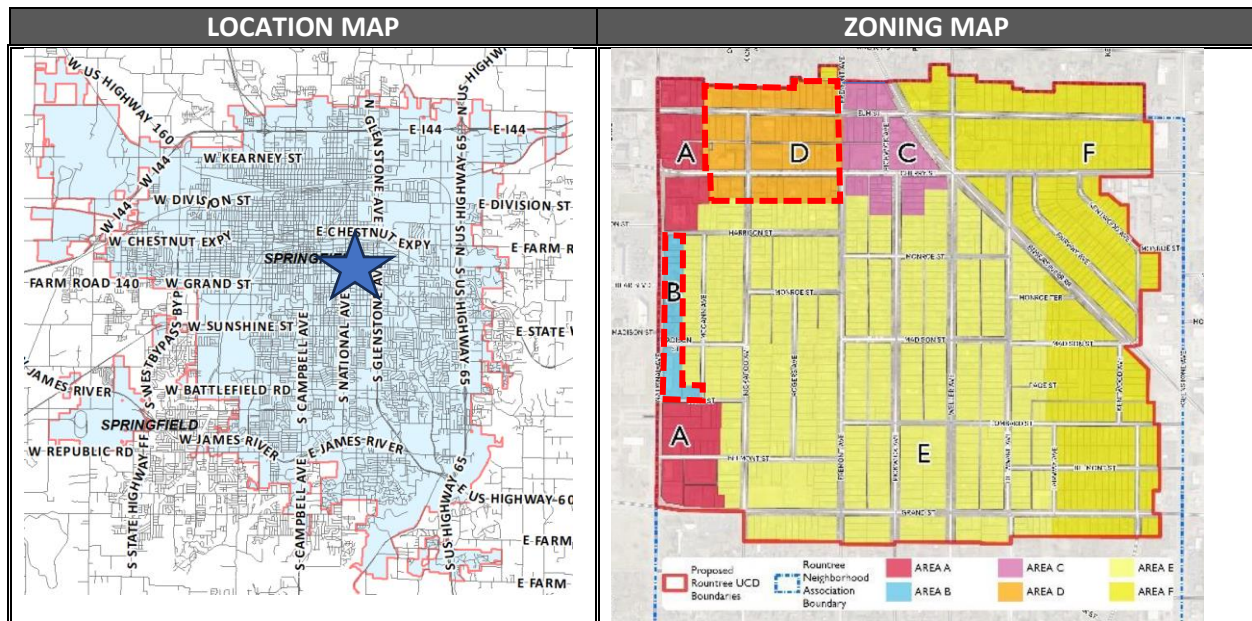
DEVELOPMENT REVIEW STAFF REPORT

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: 11/07/2024

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:

- 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.

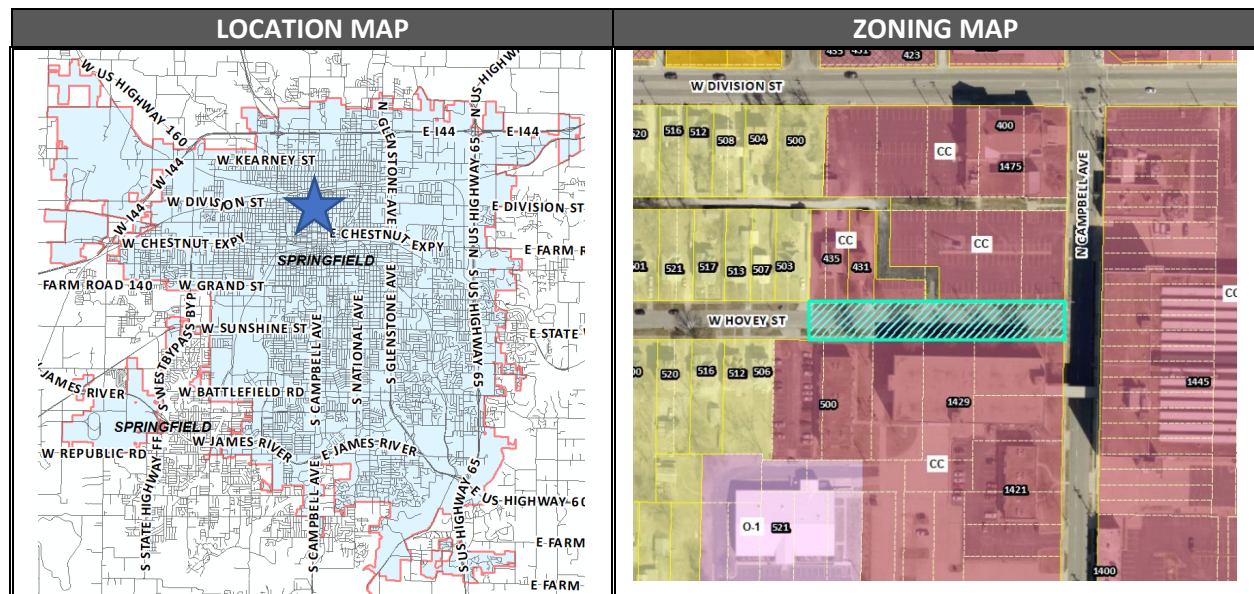
Bob Hosmer, AICP
Planning Manager

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:

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.

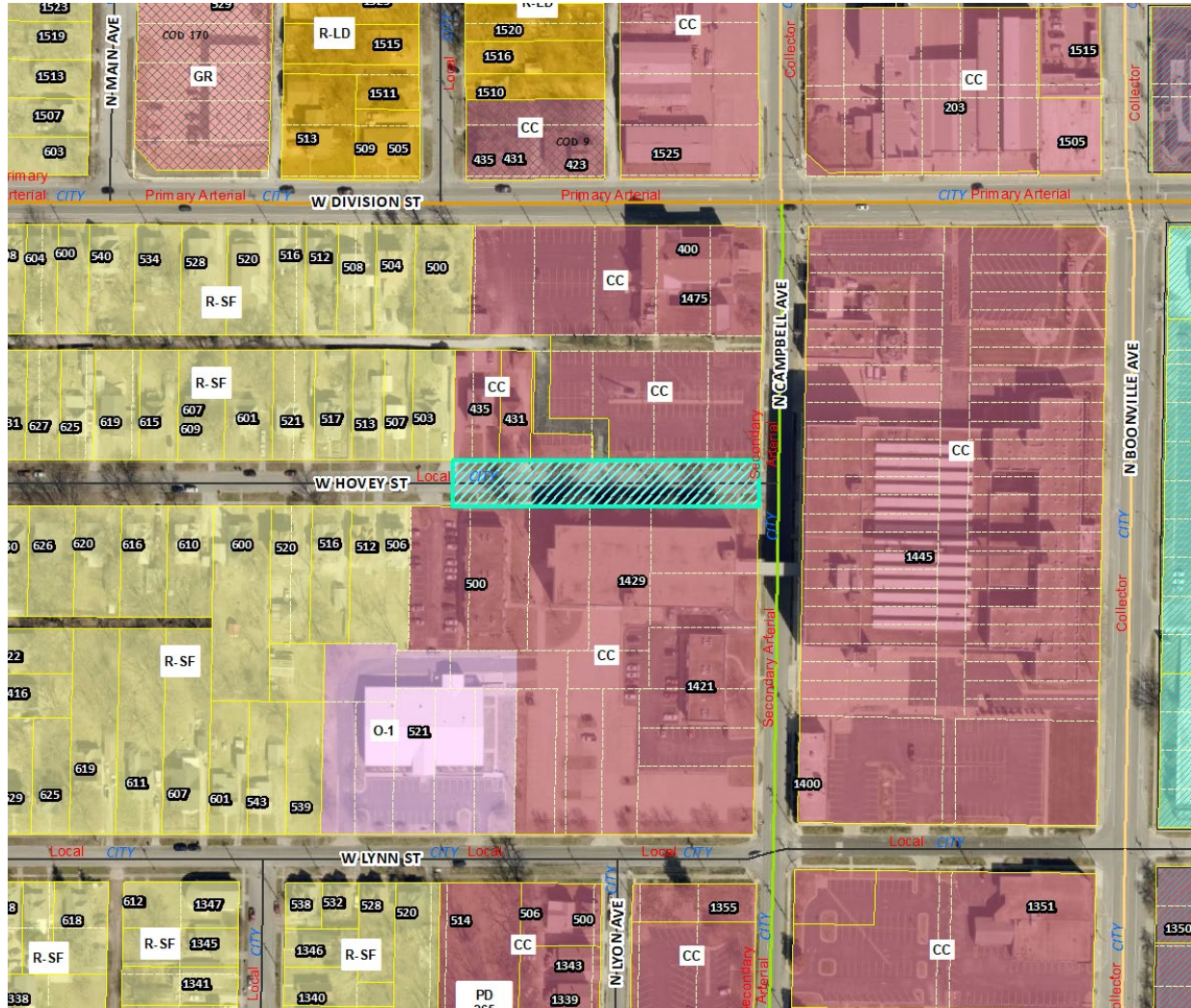
Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and 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

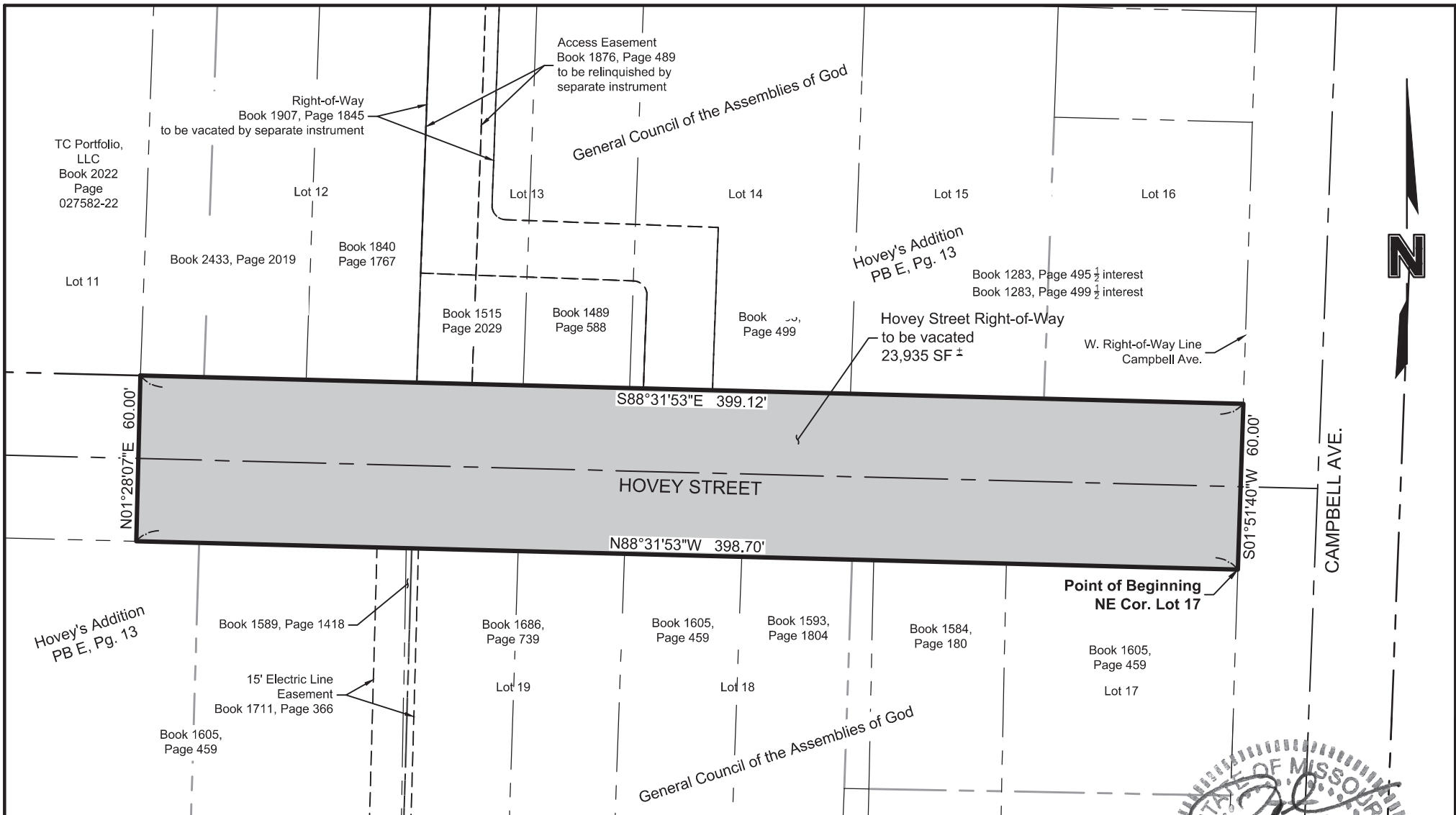
In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access 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**

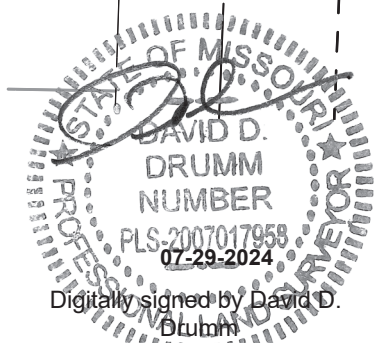
A portion of the platted public right-of-way of Hovey Street, as shown on the Final Plat of Hovey's Addition to Springfield Missouri, recorded in Plat Book E, at Page 13, in the City of Springfield, Greene County, Missouri, more particularly described as follows:

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: 11/07/2024

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:

- 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

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

74

75

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

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.



Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

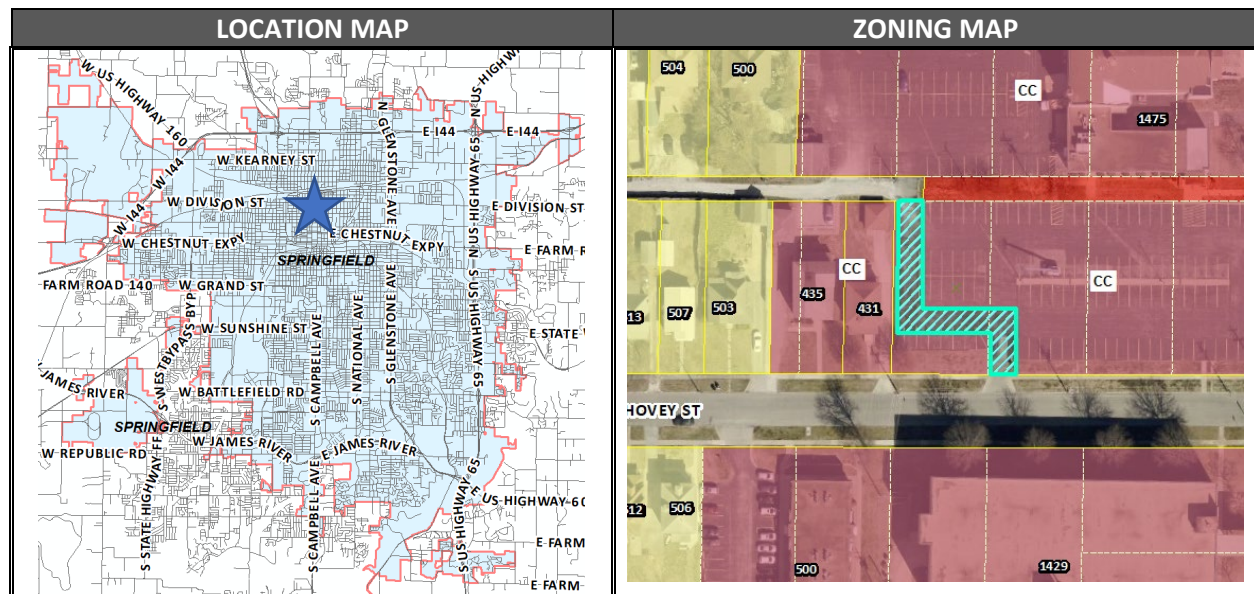
PROJECT INFORMATION

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.

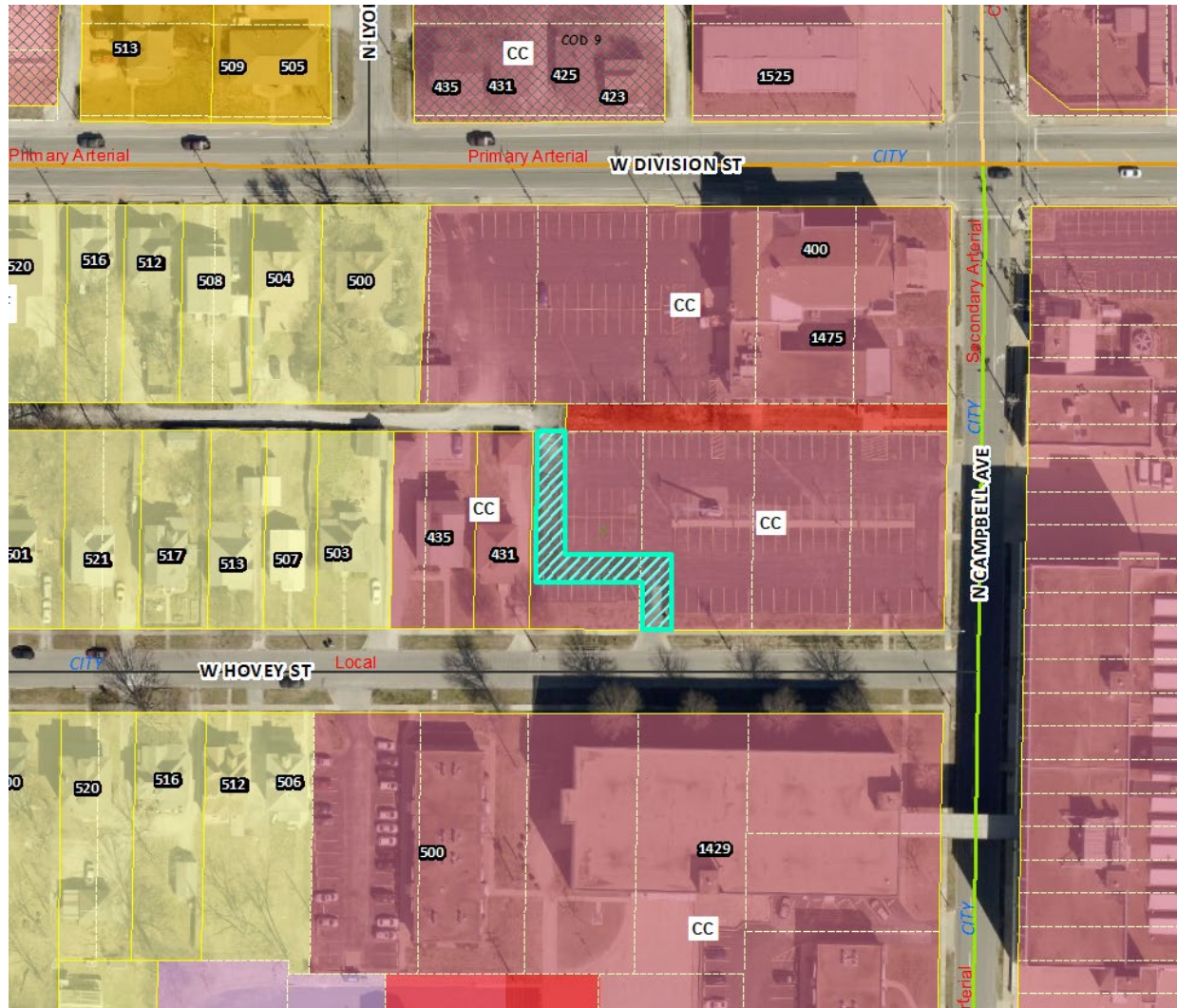
PLANNING AND ZONING COMMISSION AUTHORITY:

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.

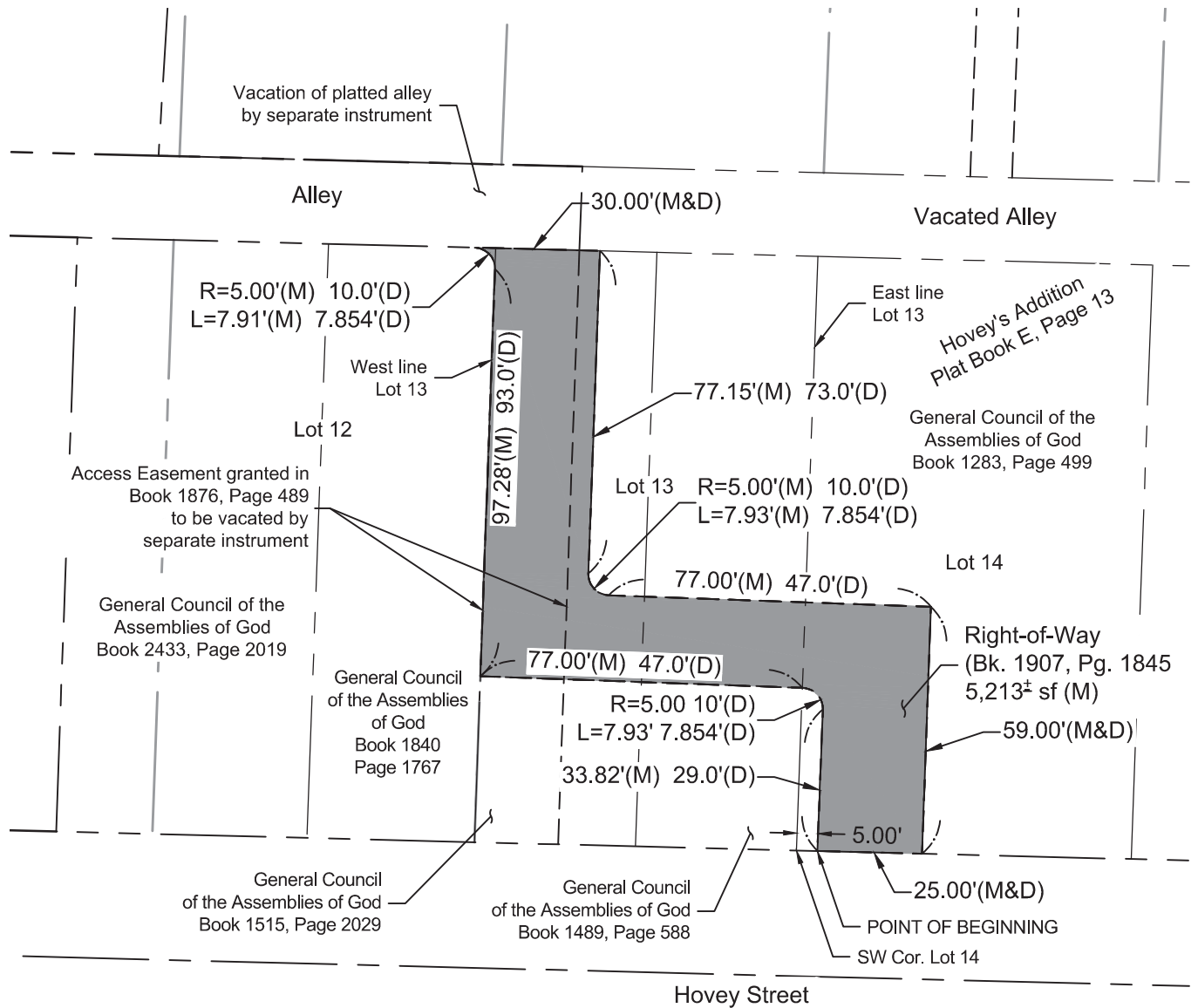
DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2****Legal Description**

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:

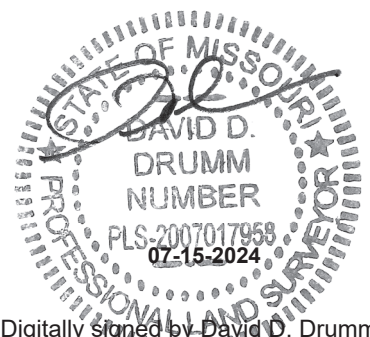
Description taken from Book 1907, Page 1845:

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.

ATTACHMENT 3



*NOTE The metes and bounds right-of-way description in Book 1907, at Page 1845 contains several apparent bad calls and does not close. The Surveyor has depicted the easement as shown hereon based on "bounds" calls in the description to right-of-way and/or lot lines and has shown the variances between Deeded (D) and Measured (M).



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

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.

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

RIGHT-OF-WAY
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 2024-228 (HORTON)

FILED: 11/07/2024

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:

- 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

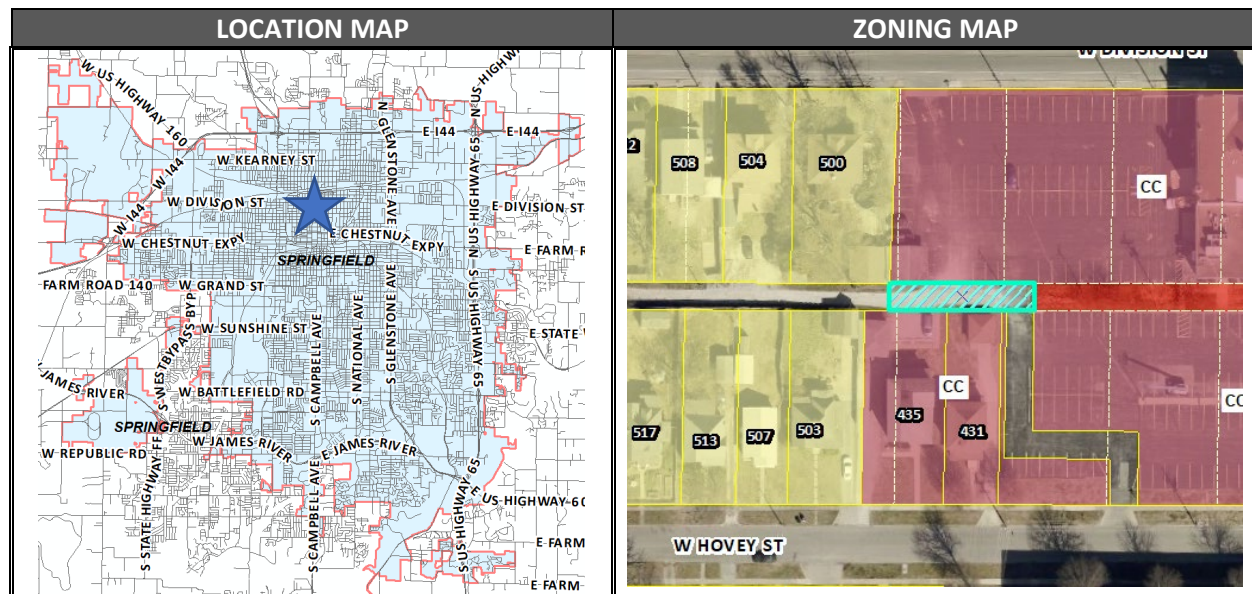
PROJECT INFORMATION

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.

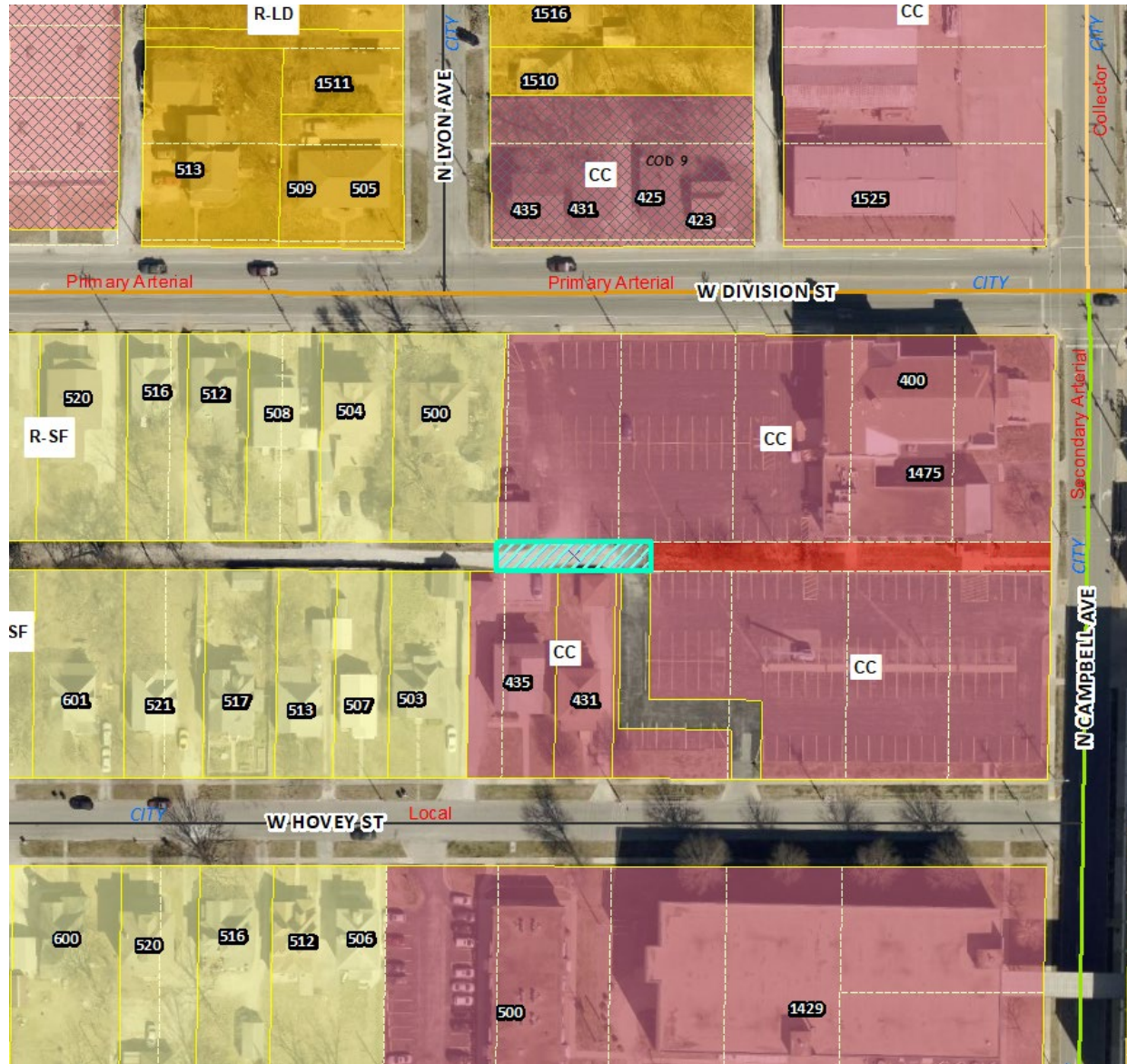
PLANNING AND ZONING COMMISSION AUTHORITY:

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.
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 - 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

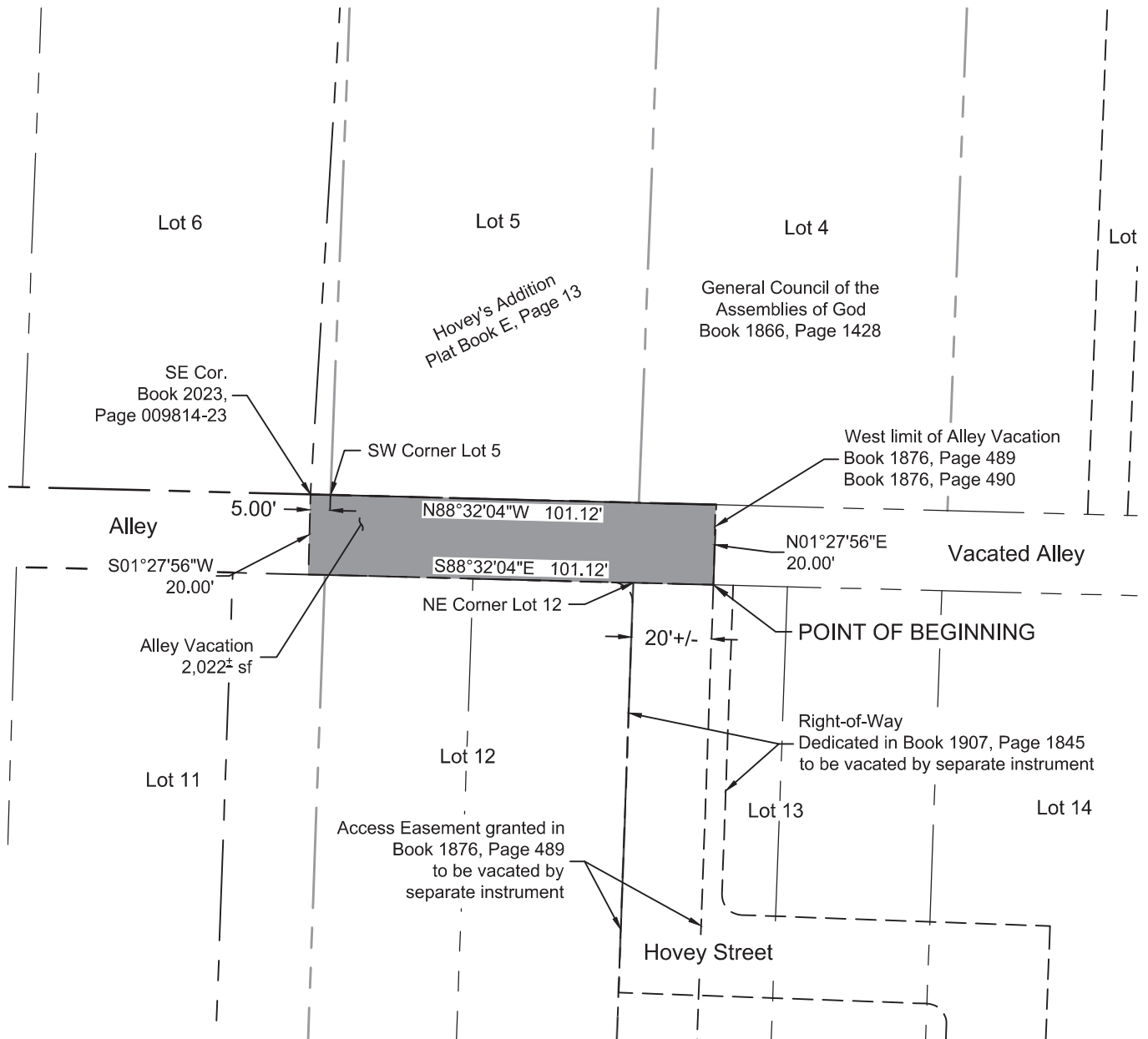
In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access 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.

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: 11/07/2024

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:

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

SPRINGFIELD, MISSOURI, as follows, that:

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

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

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

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

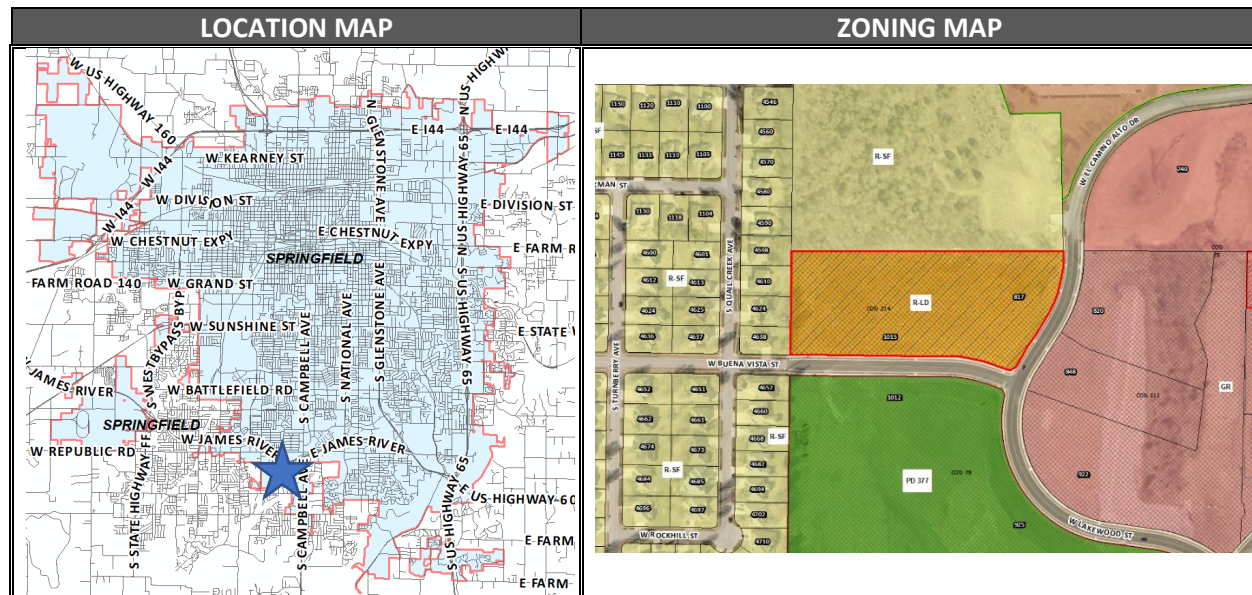


DEVELOPMENT REVIEW STAFF REPORT

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.

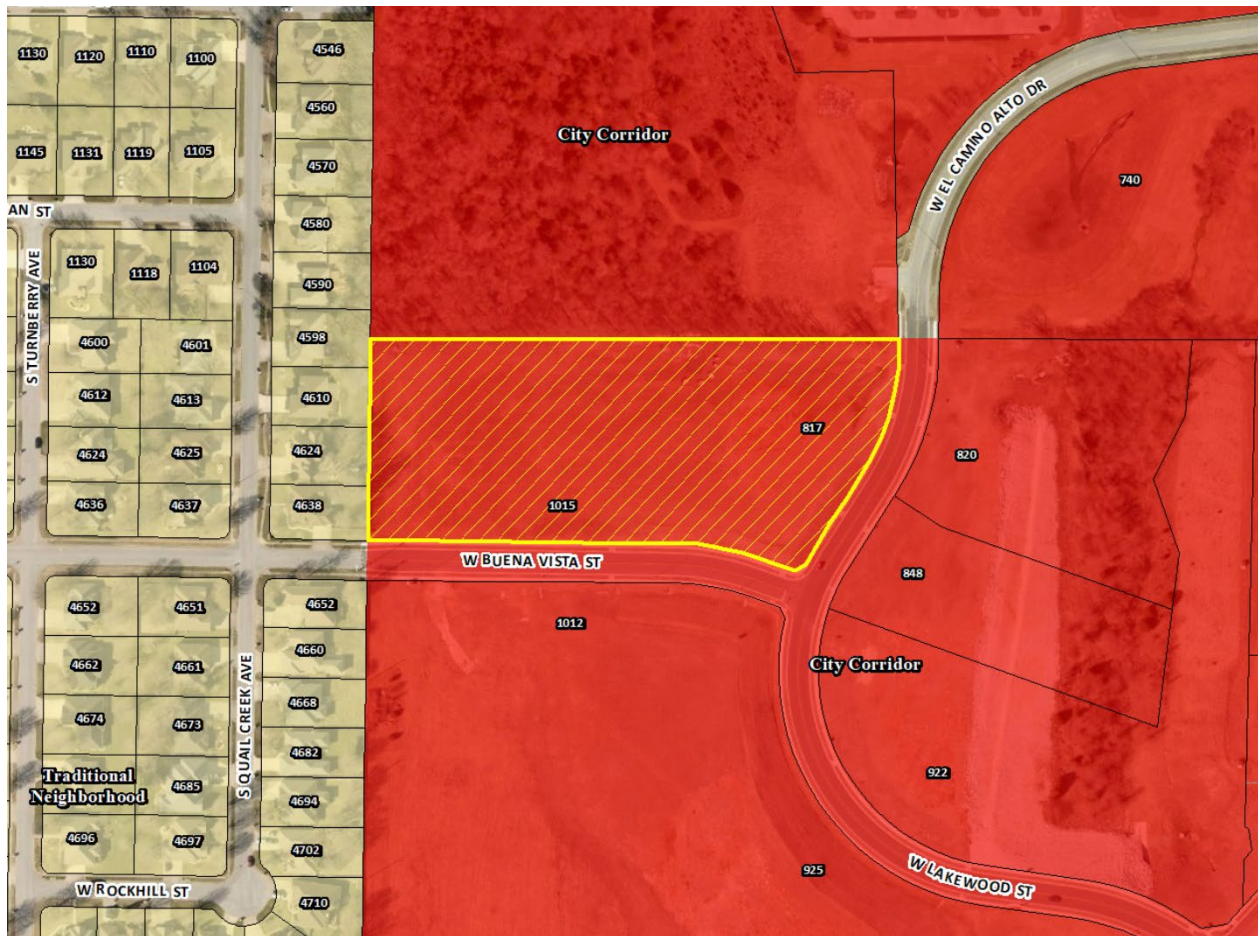
TRANSITIONS:

- 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

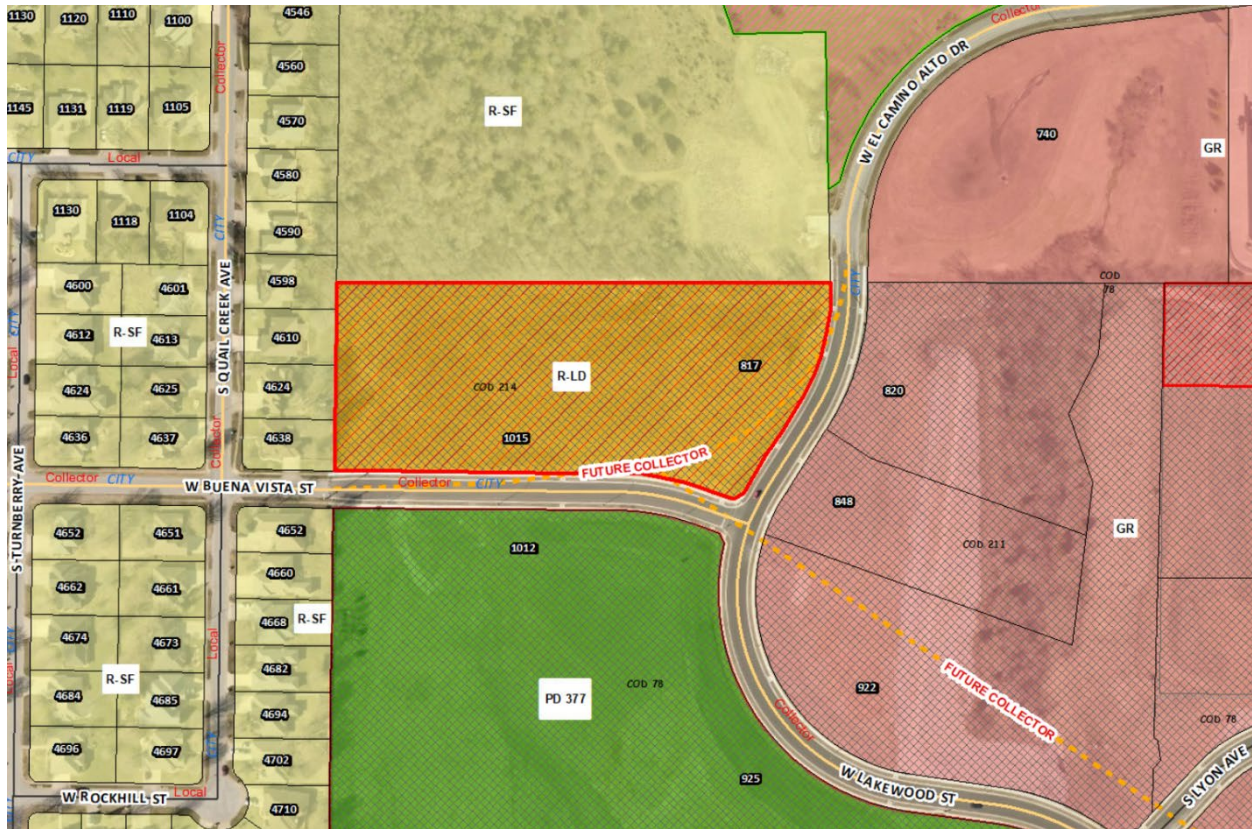
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

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

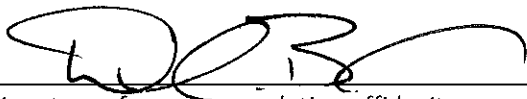
1. Request change to zoning from: R-LD w/ COD to O1 w/ COD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 9-17-24 4:00 - 6:30
3. Meeting Location: 817 W. El Camion Alto St.
4. Number of invitations that were sent: 84
5. How the mailing list was generated: Provided by City of Springfield
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 2024-232 (HARDINGER)

FILED: 11/07/2024

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:

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

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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 <u>Payment</u>	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 Corporations, 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	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:

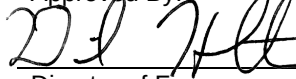
Fund	Title	Amount

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: 11/07/2024

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:

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: 11/07/2024

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:

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: 11/07/2024

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:

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

By: _____
Commissioner 2nd District

City Clerk

Attest:

Approved as to Form:

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: 11/07/2024

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:

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.

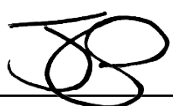
Section 4 – This Ordinance shall become effective immediately upon its passage.

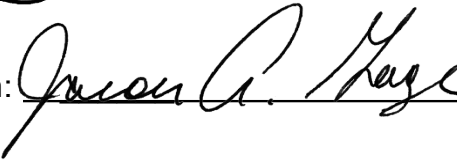
Passed at meeting: _____

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: 11/07/2024

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:

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.**

~~(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.]~~

(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 a~~[n 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.]~~

~~[(d)]~~**(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-[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

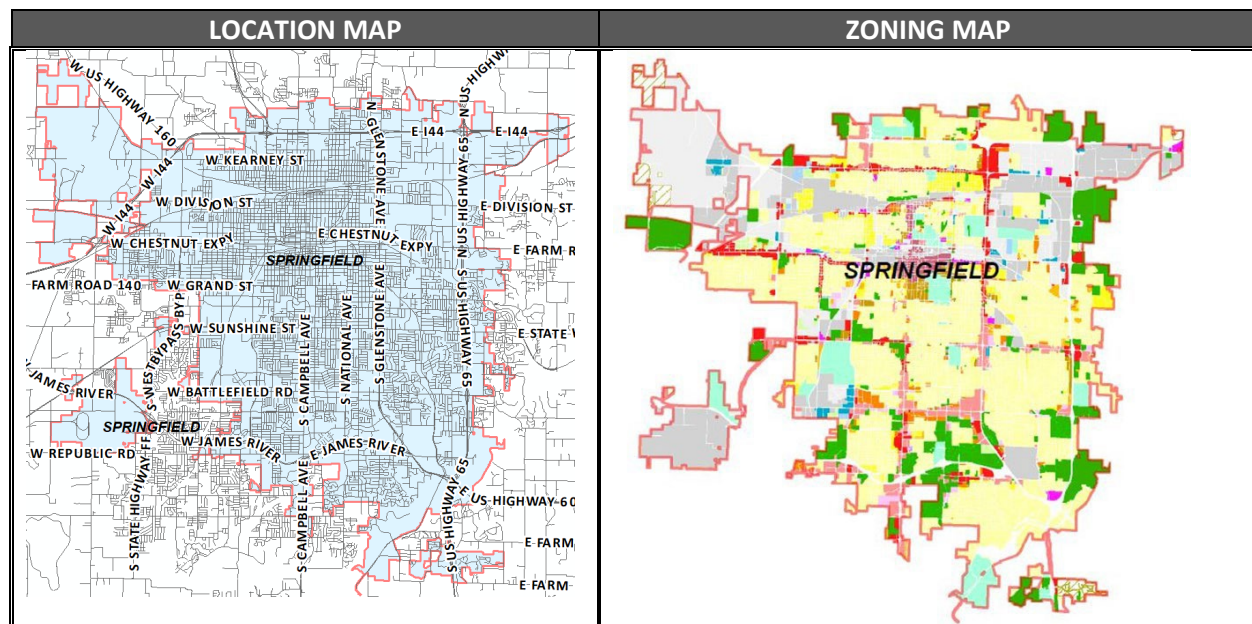


DEVELOPMENT REVIEW STAFF REPORT

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 moreless~~ 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 Codearticle.

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~~ 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 (One1) 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 permit~~license~~ 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 permit~~license~~ issued under provisions of this section whenever the permit~~license~~ is issued on the basis of a misstatement of fact, fraud, or noncompliance with this article.

3. When a short-term rental permit~~license~~ 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: 11/07/2024

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:

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.

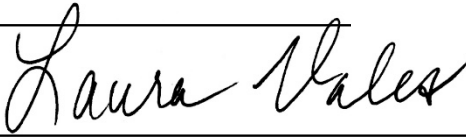
107
108 Section 5 – This Ordinance shall be in full force and effect from and after
109 passage.

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: Juan A. Hays, 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)*

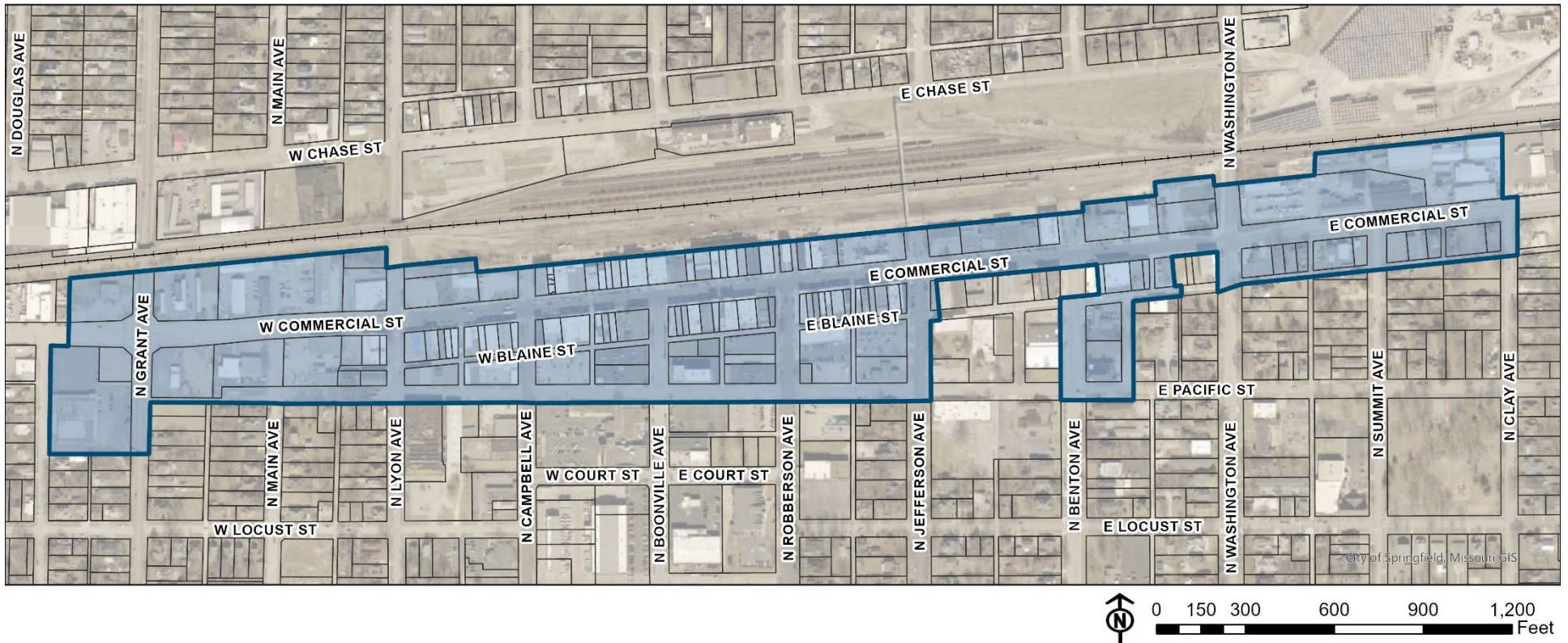


EXHIBIT B
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Map of Removed Property

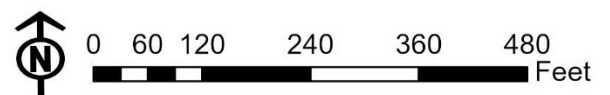
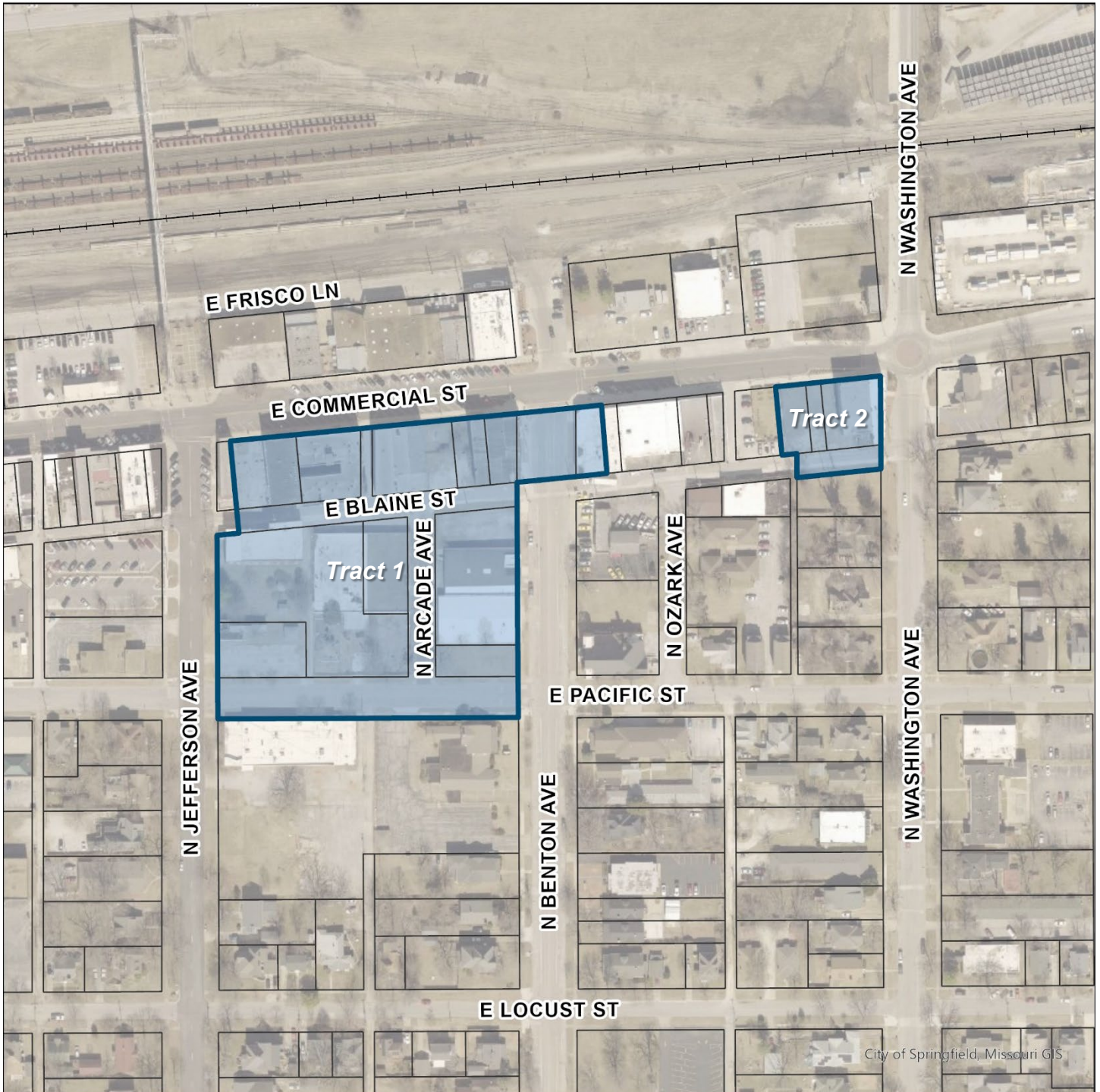
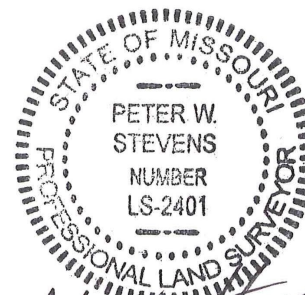


EXHIBIT C
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

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.



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.

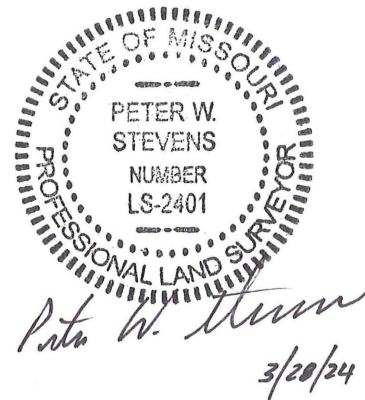


EXHIBIT D

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.

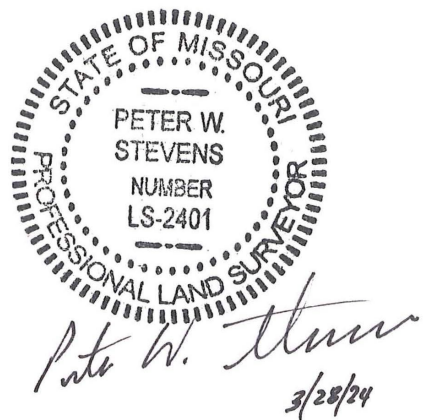


EXHIBIT E

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
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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)*

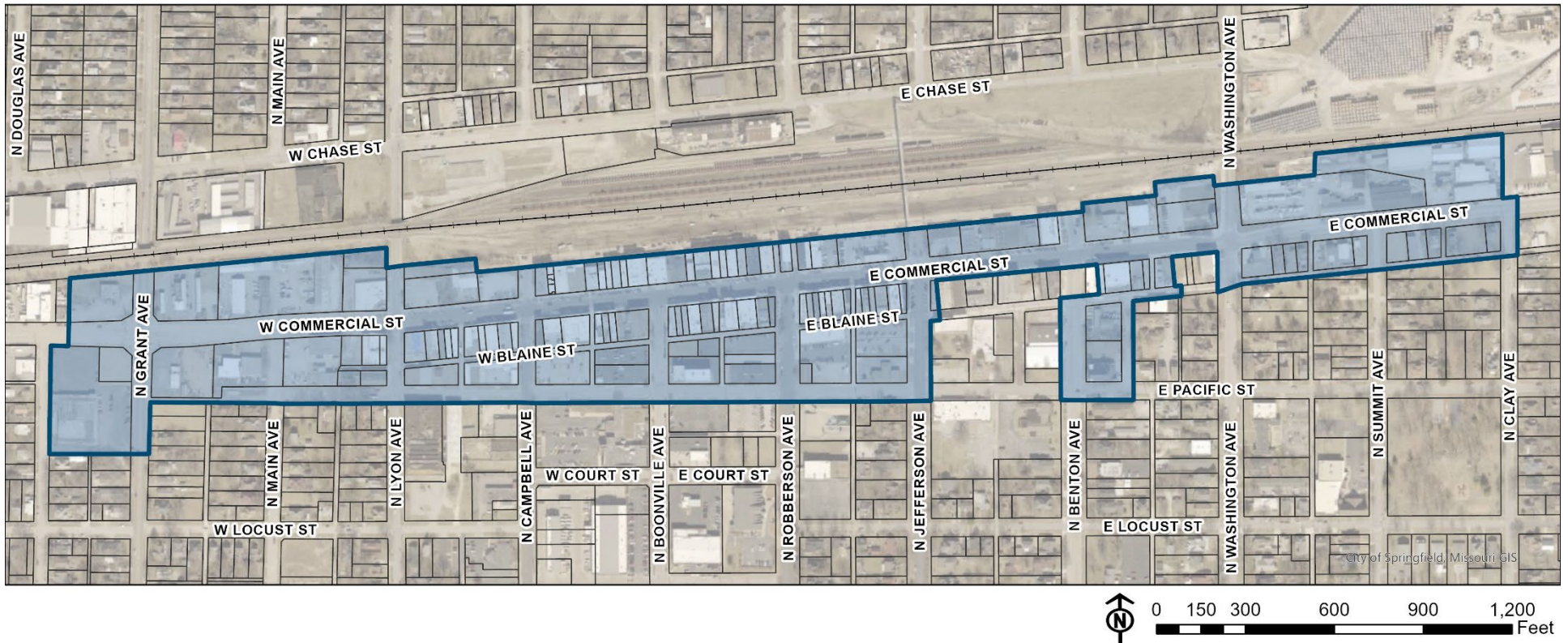


EXHIBIT B
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

Map of Removed Property

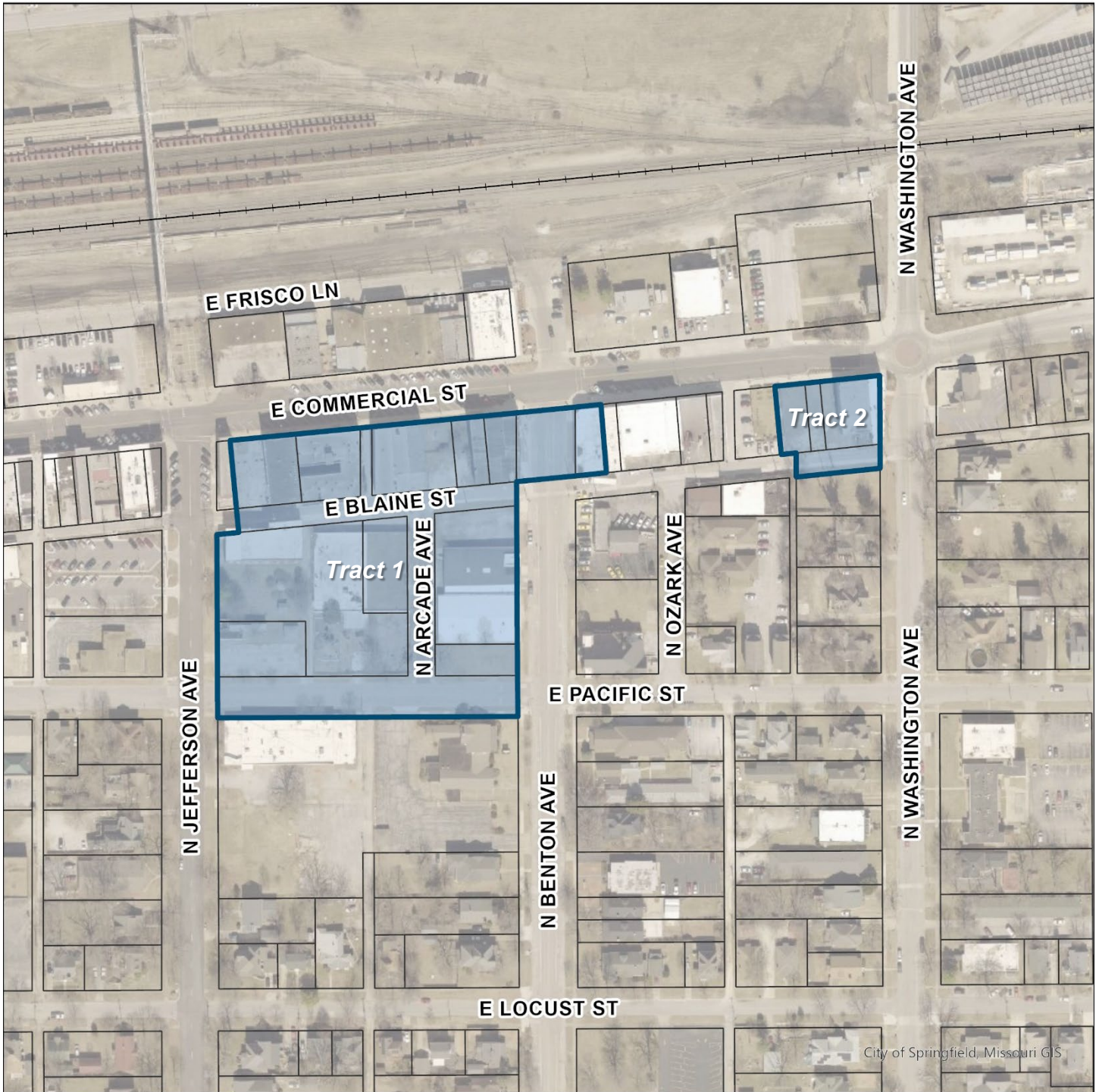
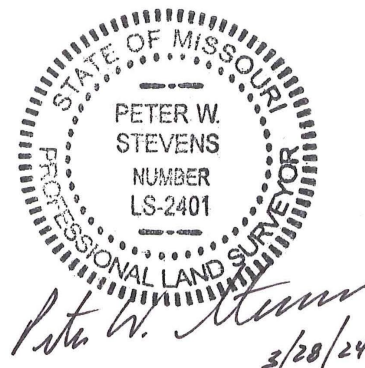


EXHIBIT C
To First Amendment to the Commercial Street
Tax Increment Financing Redevelopment Plan

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.



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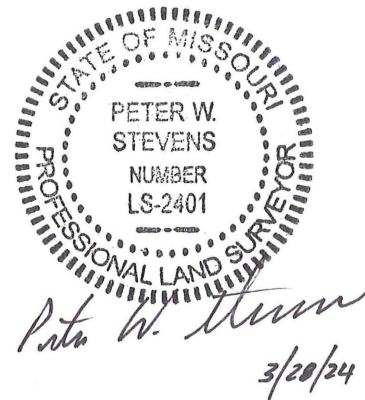


EXHIBIT D

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.

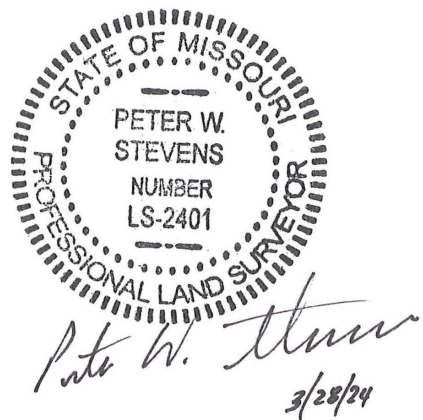


EXHIBIT E

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
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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

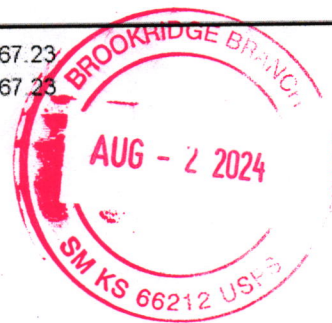
City of Springfield City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield 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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Cumulative Totals	9		6.21	67.23			73.44



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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
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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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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

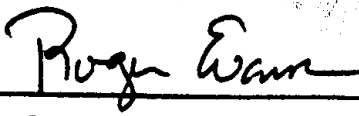
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Reference 1: 600634.00002

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
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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

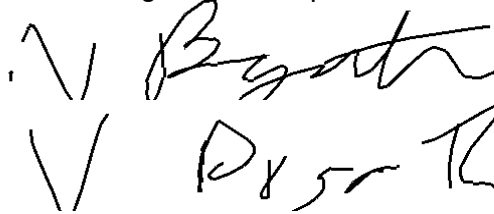
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Reference 1: 600634.00002

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

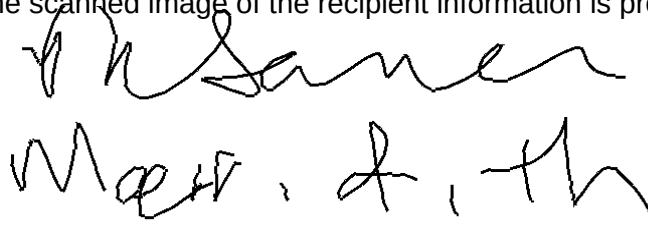
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Reference 1: 600634.00002

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

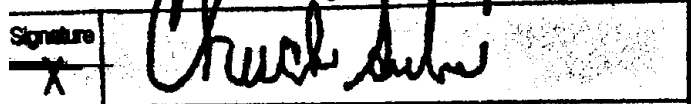
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Date Produced: 08/12/2024

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Signature of Recipient :

Signature	
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

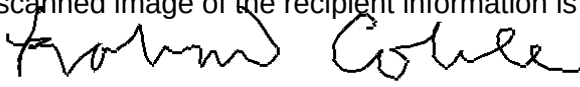
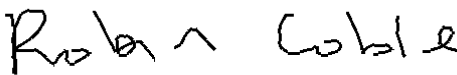
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Reference 1: 600634.00002

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

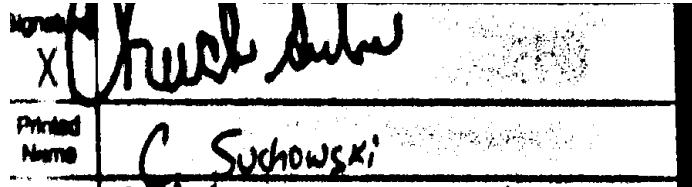
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

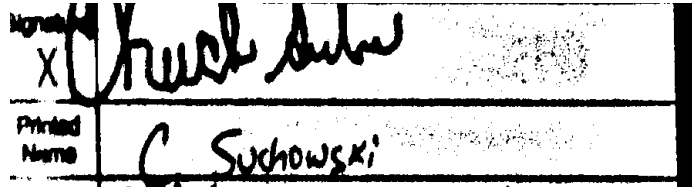
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

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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

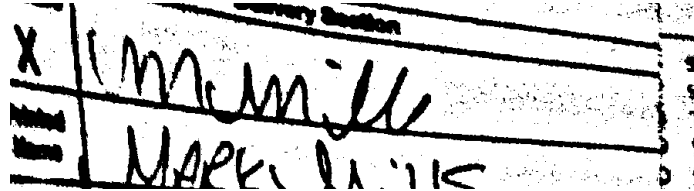
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

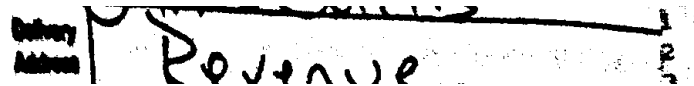
Gilmore&BellPCMailroom:

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 :



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 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

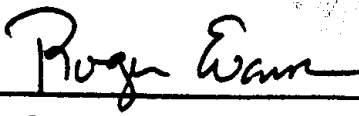
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

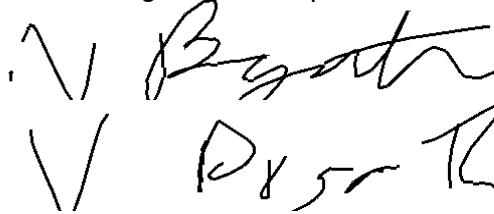
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

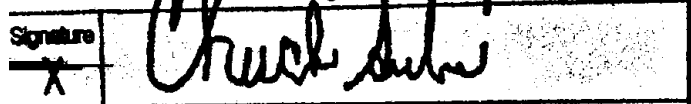
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

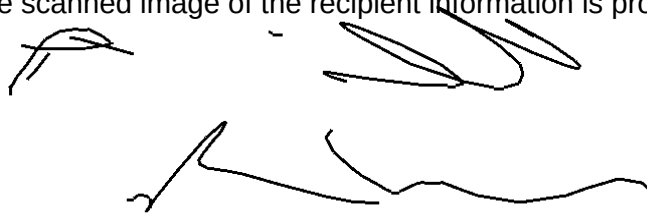
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

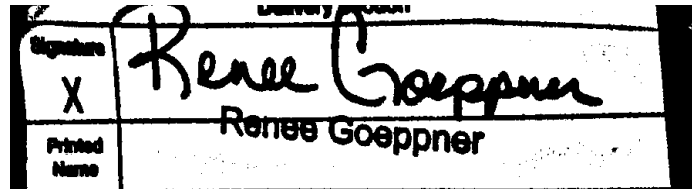
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

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

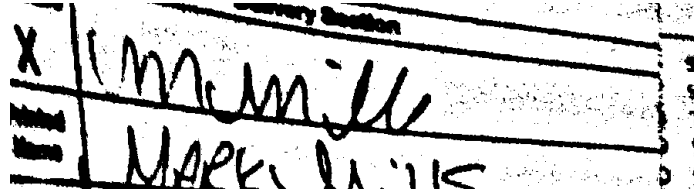
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

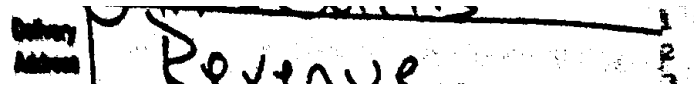
Gilmore&BellPCMailroom:

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 :

 Delivery Section
X [Signature]
[Signature]
[Signature]

Address of Recipient :

 Delivery Address
[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: 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

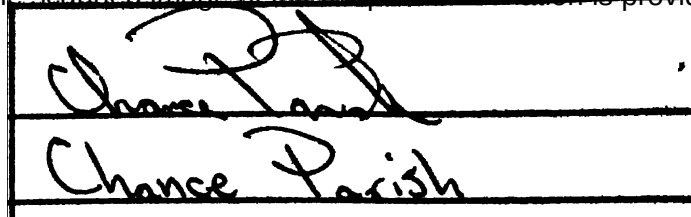
Shipper Ref: COMMERCIAL TIF TX JUR
Reference 1: 600634.00002

Date Produced: 08/12/2024

Gilmore&BellPCMailroom:

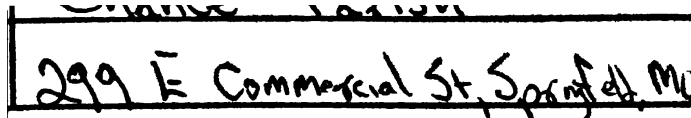
The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0195 19. Our records indicate that this item was delivered on 08/08/2024 at 11:26 a.m. in SPRINGFIELD, MO 65803. The scanned image of the recipient information is provided below.

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

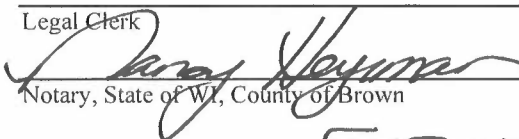
STATE OF WISCONSIN, COUNTY OF BROWN

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

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

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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

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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
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 CALVIN 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

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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	0.890	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	0.890	2.62 4.85			8.16
9414814902829730021079 15227 SPFLD COMMERCIAL TIF AMEND	COLLETTE, MARY ET AL 1529 N WASHINGTON AVE, SPRINGFIELD, MO 65803	ERR C	0.890	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	0.890	2.62 4.85			8.16
9414814902829730021083 15229 SPFLD COMMERCIAL TIF AMEND	COOPER LLC 308 E COMMERCIAL ST, SPRINGFIELD, MO 65803	ERR C	0.890	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	0.890	2.62 4.85			8.16
9414814902829730021116 15231 SPFLD COMMERCIAL TIF AMEND	CRISP DEVELOPMENT LLC 1414 N BENTON AVE, SPRINGFIELD, MO 65802	ERR C	0.890	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	0.890	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	0.890	2.62 4.85			8.16
Page Totals	9		6.21	67.23			73.44
Cumulative Totals	27		18.63	201.69			220.32

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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 TIFAMEND	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 TIFAMEND	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 TIFAMEND	DWM PROPERTIES LLC 224 E COMMERCIAL ST SPRINGFIELD, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730021178 15237 SPFLD COMMERCIAL TIFAMEND	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 TIFAMEND	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 TIFAMEND	FULLER, RUSSELL 15130 TEXAS RD, SAINT ROBERT, MO 65584-3234	ERR C	0.690	2.62 4.85			8.16
9414814902829730021208 15240 SPFLD COMMERCIAL TIFAMEND	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 TIFAMEND	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 TIFAMEND	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

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	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 1060 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

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	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
9414814902829730021338 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

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	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

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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

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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
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

Mailer's Name & Address Giltmore & 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 2884, SPRINGFIELD, MO 65801	ERR C	0.690	2.62 4.85			8.16
9414814902829730021727 15292 SPFLD COMMERCIAL TIF AMEND	STANFORD STREET PROPERTY LLC 605 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 HARTFORD 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
9414814902829730021765 15296 SPFLD COMMERCIAL TIF AMEND	TC PORTFOLIO LLC 204 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

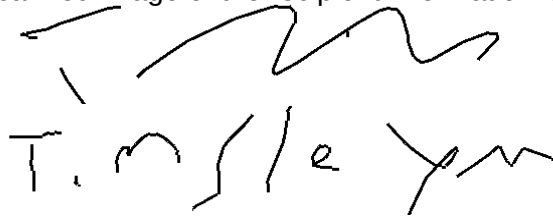
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

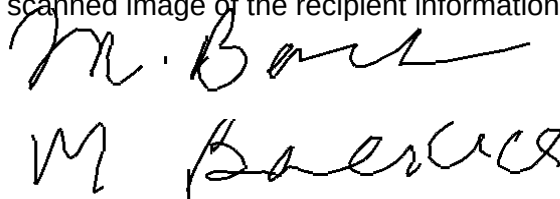
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

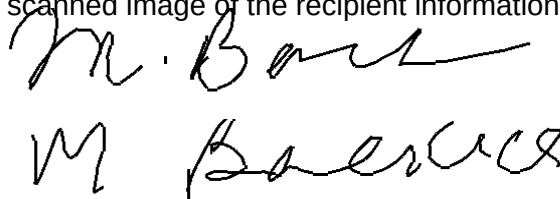
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

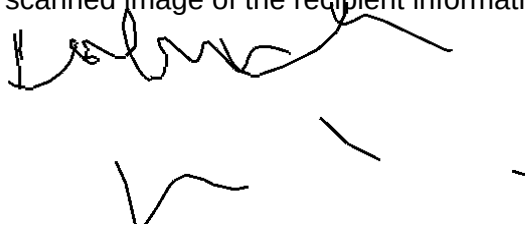
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

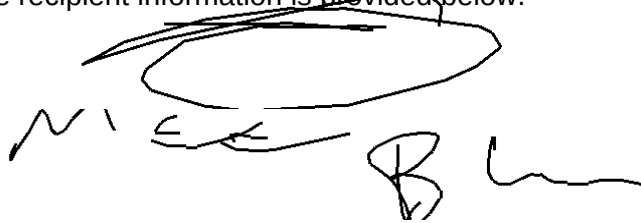
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

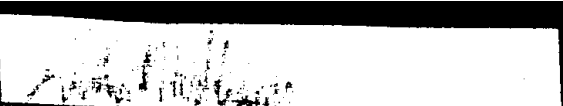
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

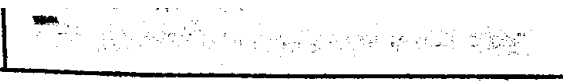
Gilmore&BellPCMailroom:

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

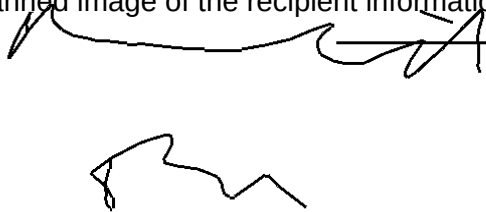
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

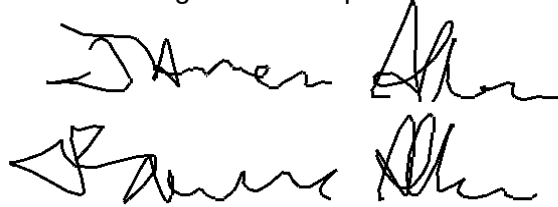
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

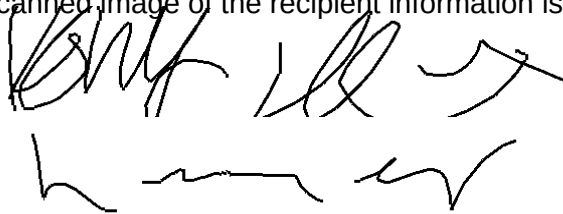
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

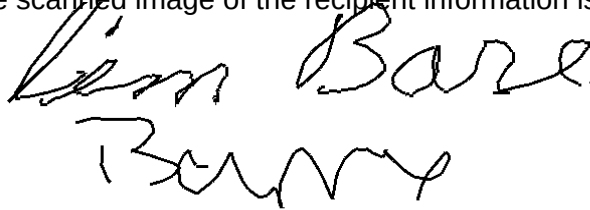
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

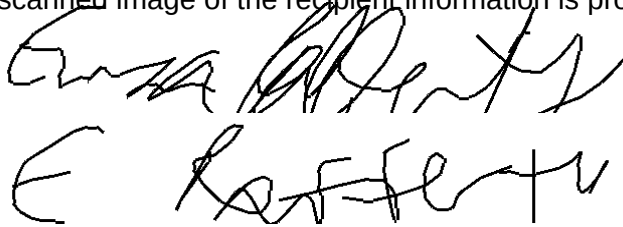
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

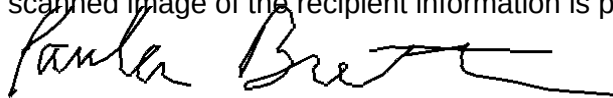
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

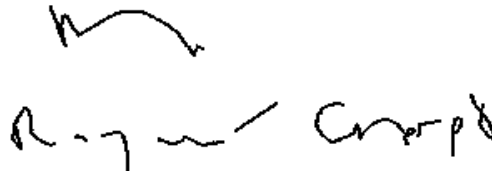
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

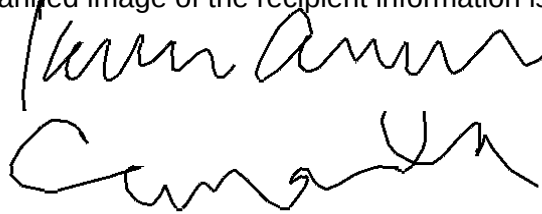
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

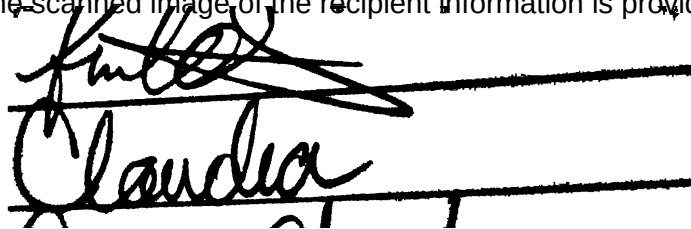
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

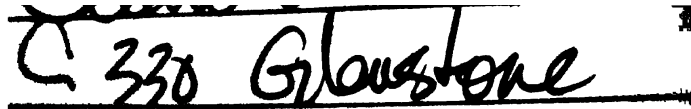
The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0210 86. Our records indicate that this item was delivered on 09/06/2024 at 10:29 a.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :



Handwritten signature of Claudia on a lined background.

Address of Recipient :



Handwritten address "330 Gilmanstone" on a lined background.

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

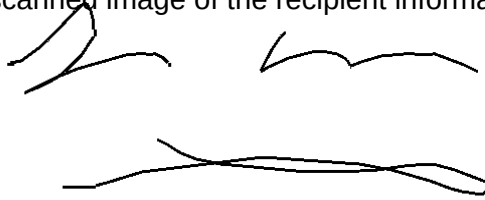
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

Date Produced: 09/09/2024

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0211 23. Our records indicate that this item was delivered on 09/06/2024 at 05:08 p.m. in SPRINGFIELD, MO 65804. ~~The scanned image of the recipient information is provided below.~~

Signature of Recipient :

Glenn Curtis

Address of Recipient :

2632 E Shady Glen 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.

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

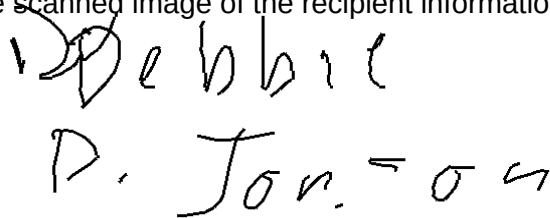
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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 :



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

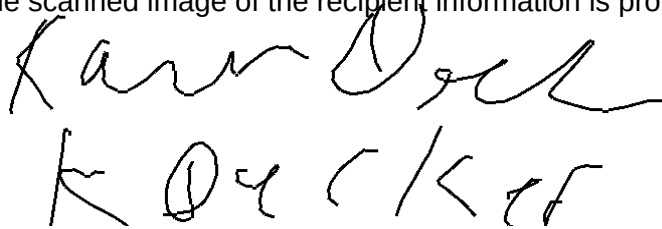
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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 :



Karen D. Kerk

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

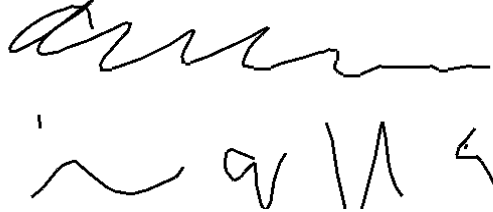
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

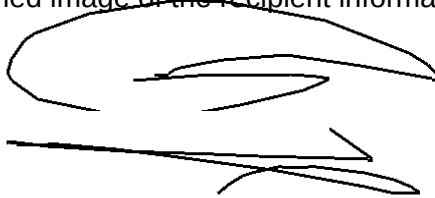
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

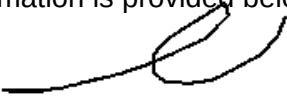
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

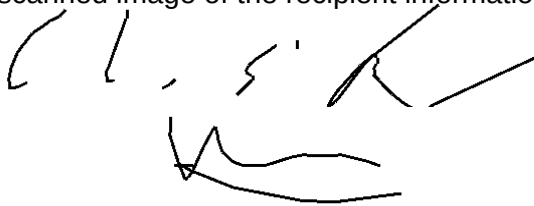
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

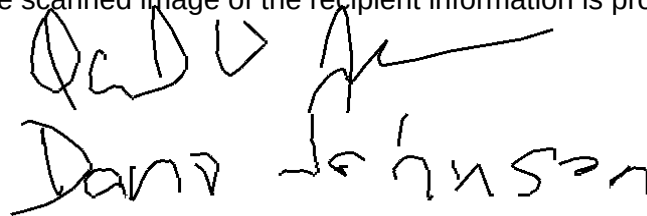
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

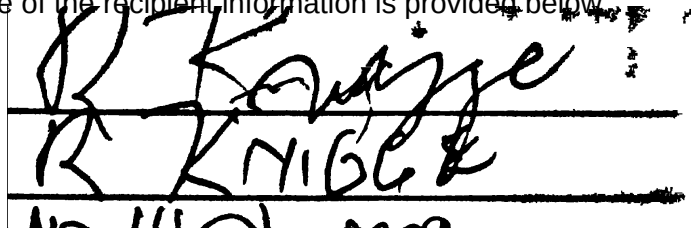
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

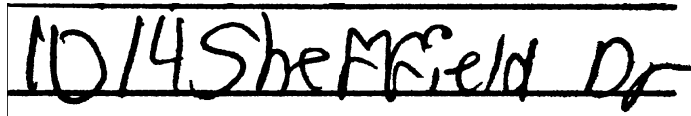
Gilmore&BellPCMailroom:

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 :



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 0213 76

LANE, J DAVID ETAL TR
423 E COMMERCIAL ST
SPRINGFIELD, MO 65803-2943

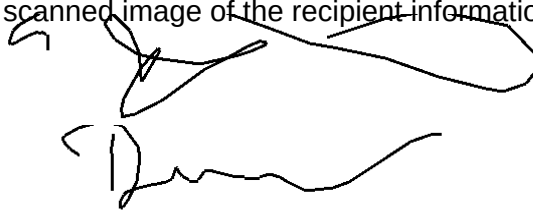
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

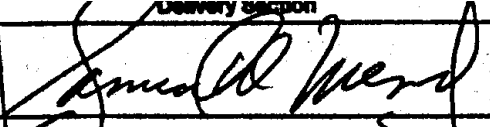
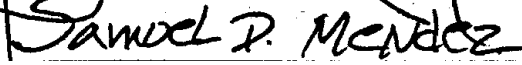
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

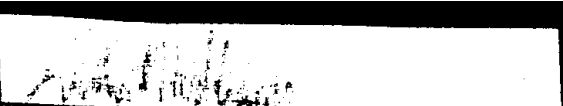
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

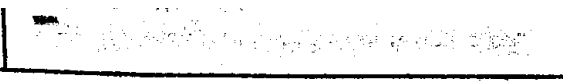
Gilmore&BellPCMailroom:

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

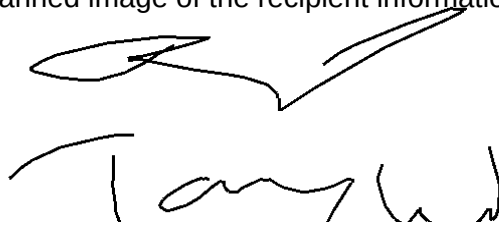
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

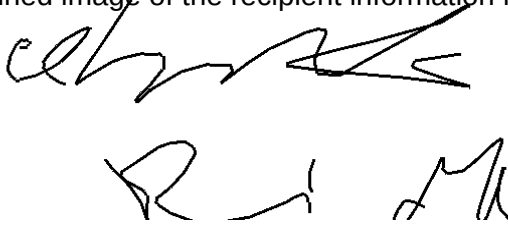
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

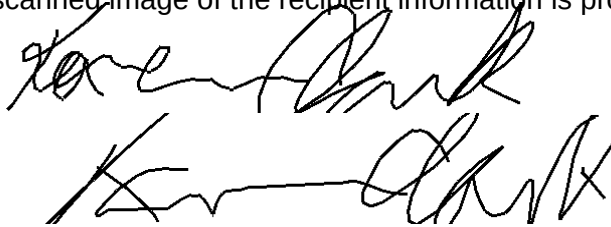
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

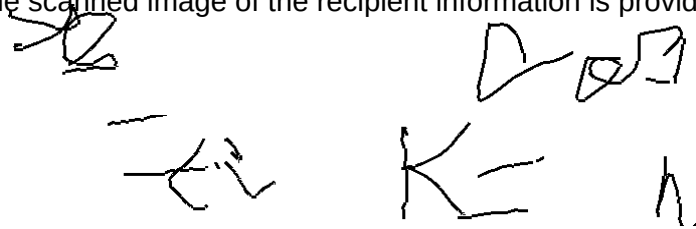
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

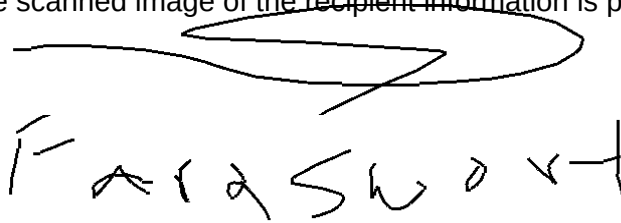
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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 :



Farash

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

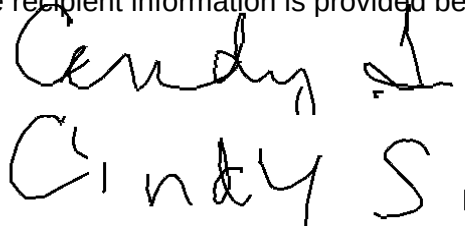
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

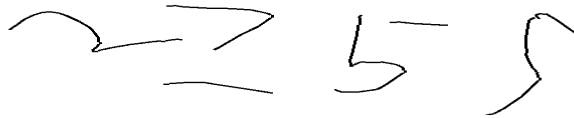
Gilmore&BellPCMailroom:

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

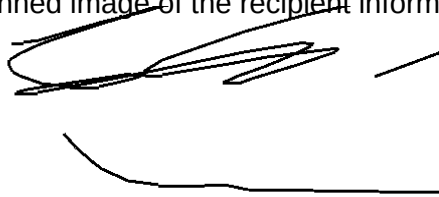
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

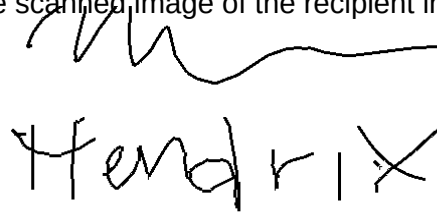
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

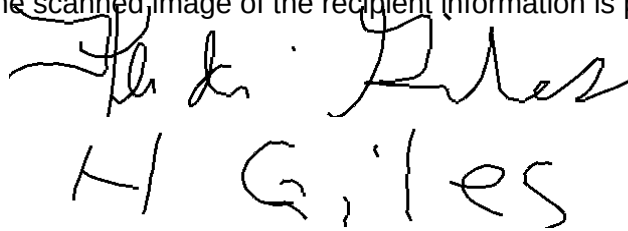
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

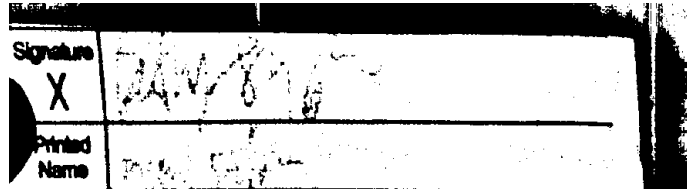
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

Date Produced: 09/09/2024

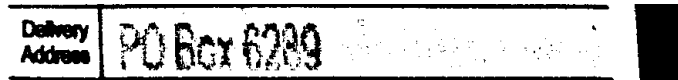
Gilmore&BellPCMailroom:

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

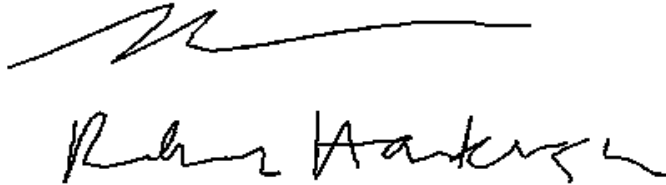
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

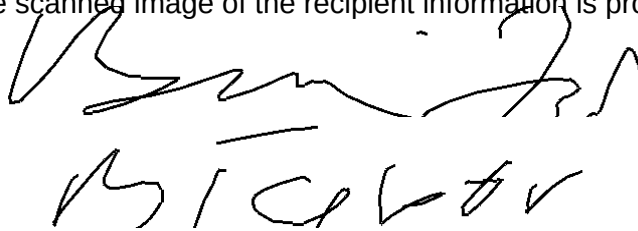
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

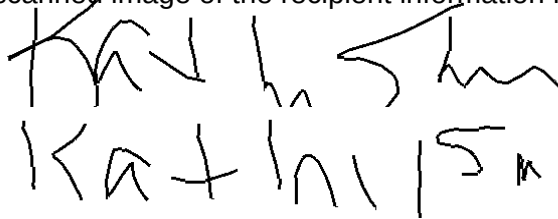
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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 	
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

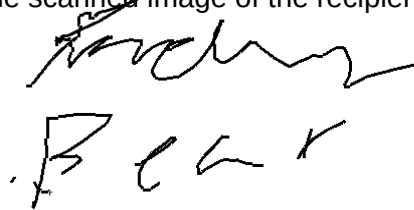
Shipper Ref: SPFLD COMMERCIAL TIF AMEND
Reference 1: 600634.00002

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

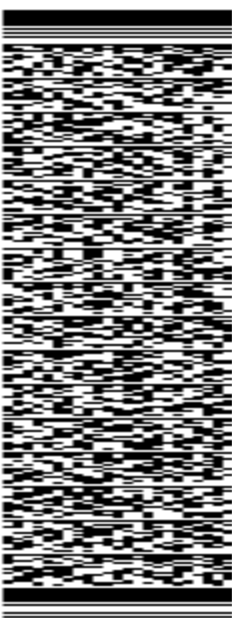
BILL SENDER
NO EEI 30, 36

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



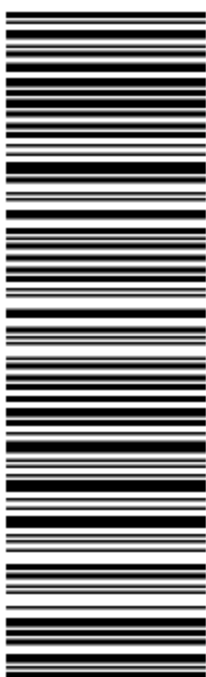
AT

TRK# 2787 8385 6676
0430

IP EOD

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

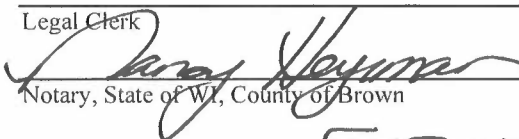
STATE OF WISCONSIN, COUNTY OF BROWN

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.

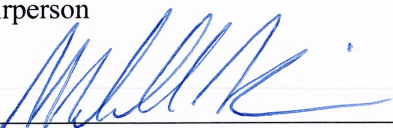
NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission of the City of Springfield, Missouri:

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 2024-220 (JENSON) THIS ITEM WAS POSTP

FILED: 11/07/2024

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:

- 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

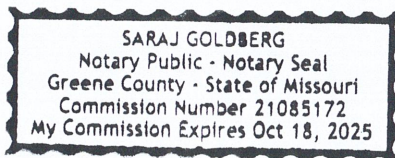
Name of Company or Organization

(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

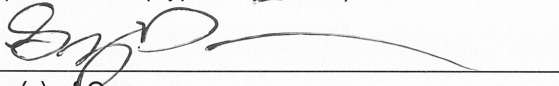
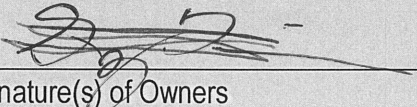
My Commission expires: 10-18-25

**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) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
2.	Address of Adjacent Residential Property: 501 W ILDEREEN ST Gregory Dissmore 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: 506 W ILDEREEN ST Gregory Dissmore Owner(s) of Record (Typed or Printed)  Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL ✗

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

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

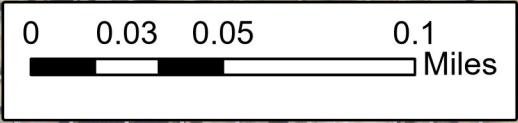
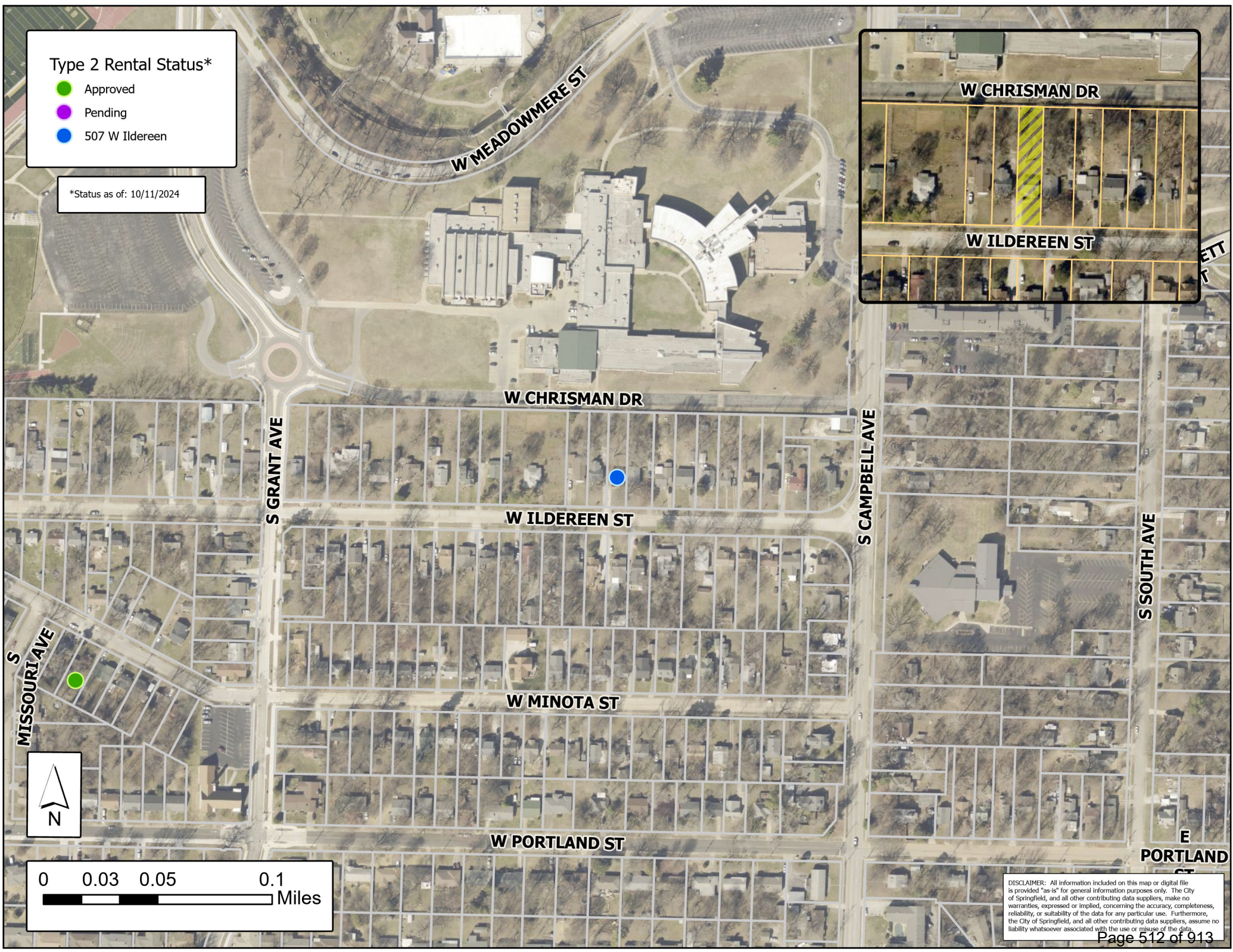
Cheryl Kreider
Signature of person completing sign posting

Cheryl Kreider
Printed name of person completing sign posting

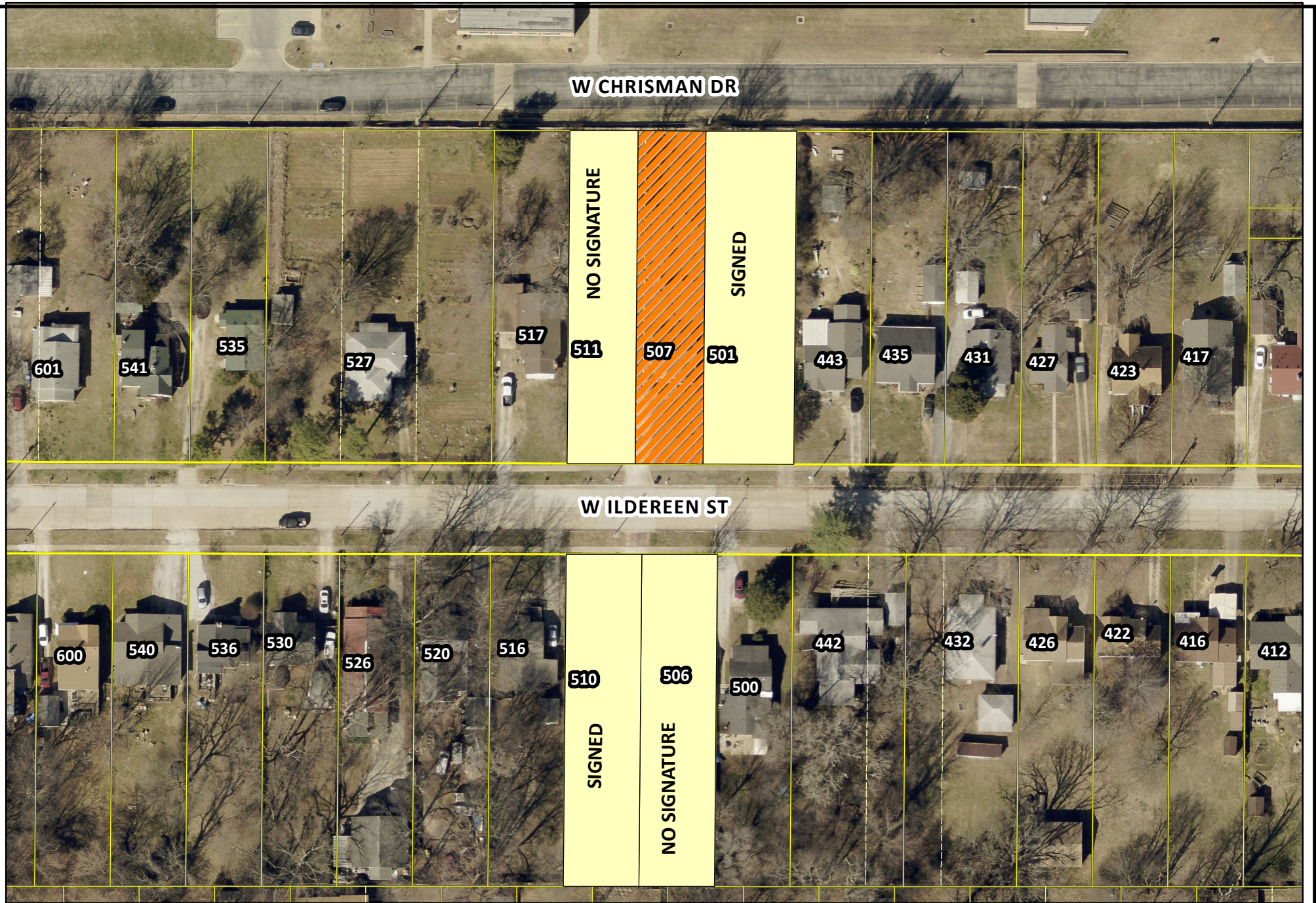
Type 2 Rental Status*

- Approved
- Pending
- 507 W Ildereen

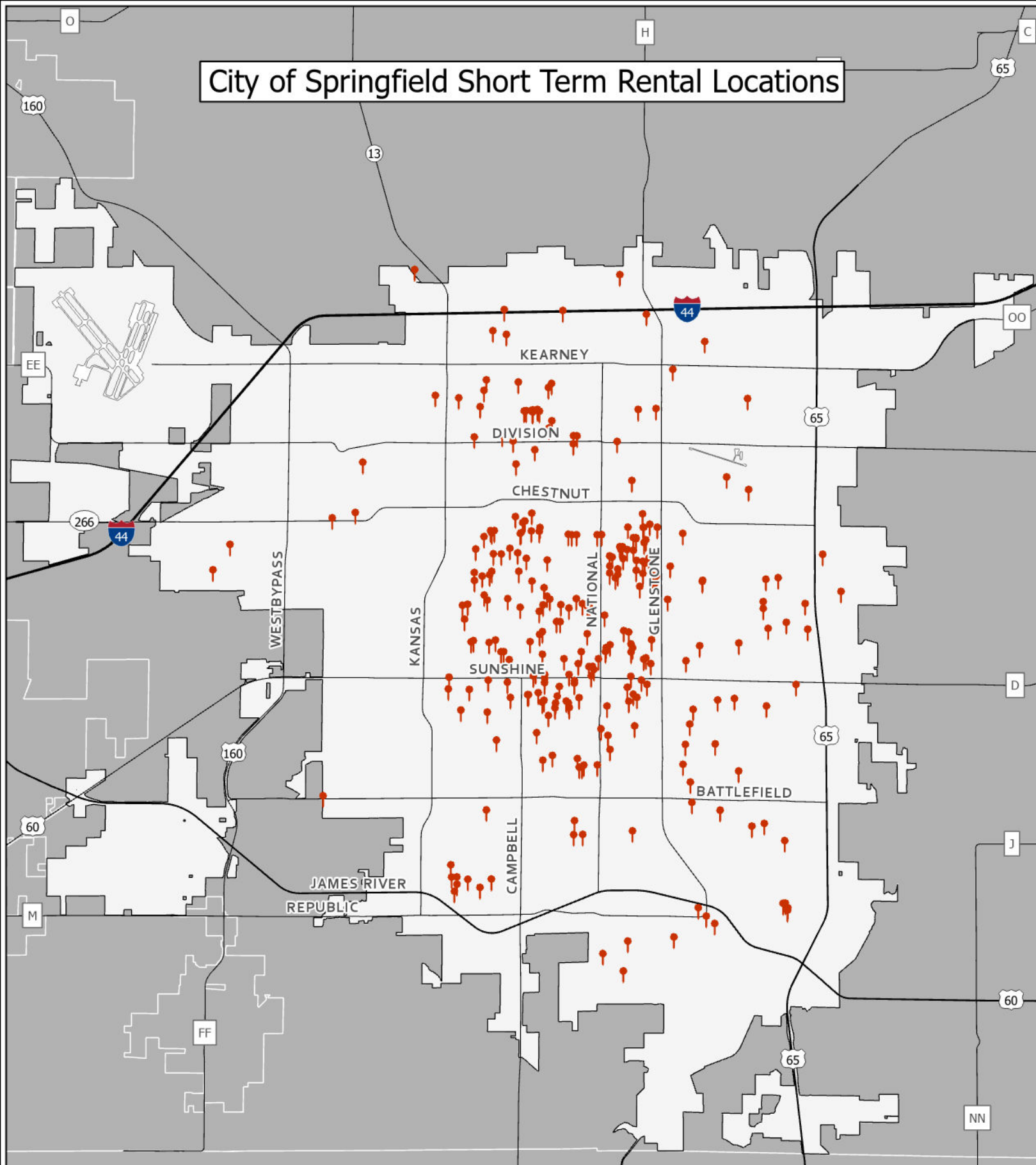
*Status as of: 10/11/2024



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. ILderreen

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) THIS ITEM WAS POSTPO

FILED: 11/07/2024

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:

- 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

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

37
38 Section 2 – This Resolution shall be in effect immediately upon adoption and
39 passage.

40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45
46 Attest: _____, City Clerk

47
48 Filed as Resolution: _____

49
50
51 Approved as to form: Laura Vales, Assistant City Attorney

52
53
54 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



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

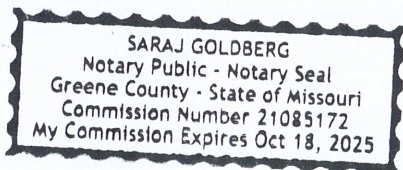
Name of Company or Organization

(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: <u>915 S NEWTON AVE</u> 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: <u>916 S NETTLETON AVE</u> 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: <u>910 S NETTLETON AVE</u> <u>Sea Cay LLC</u> Owner(s) of Record (Typed or Printed) <u>Cheryl Kreider, member</u> Signature(s) of Owners <u>owner/operator</u> 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)

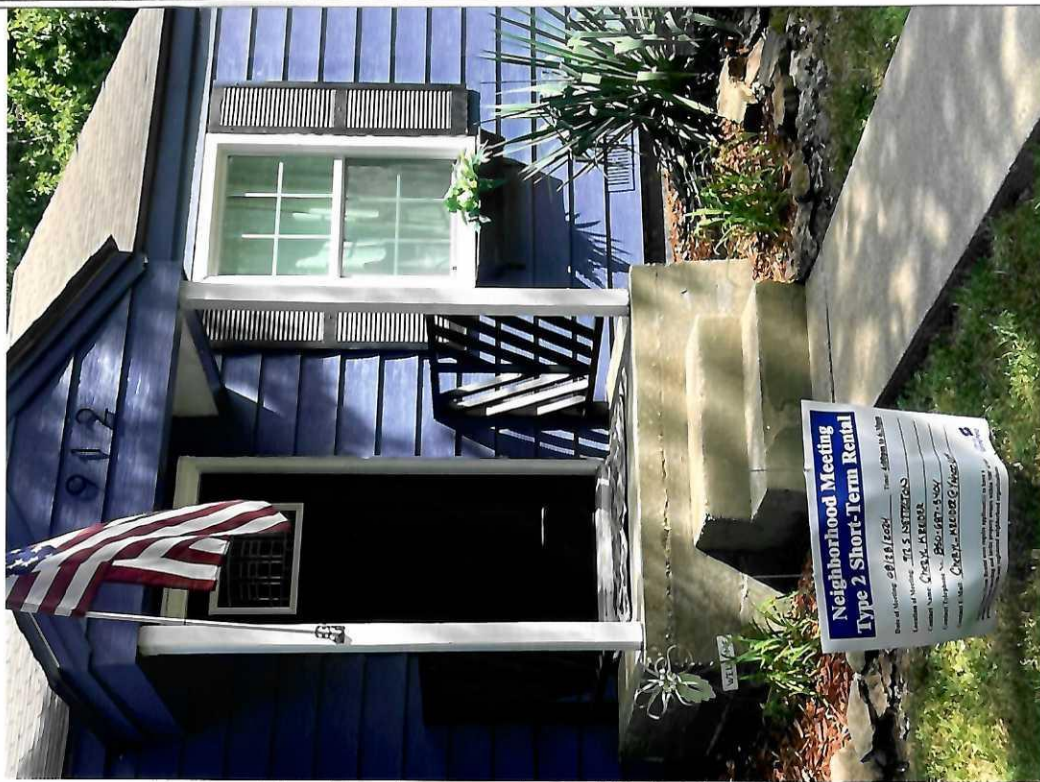
Signature(s) of Owners

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

XINGTON AVE

S KANSAS AVE

W GRAND ST

S NETTLETON AVE

W MADISON

S NEWTON AVE

W LOMBARD ST

W NORMAL ST

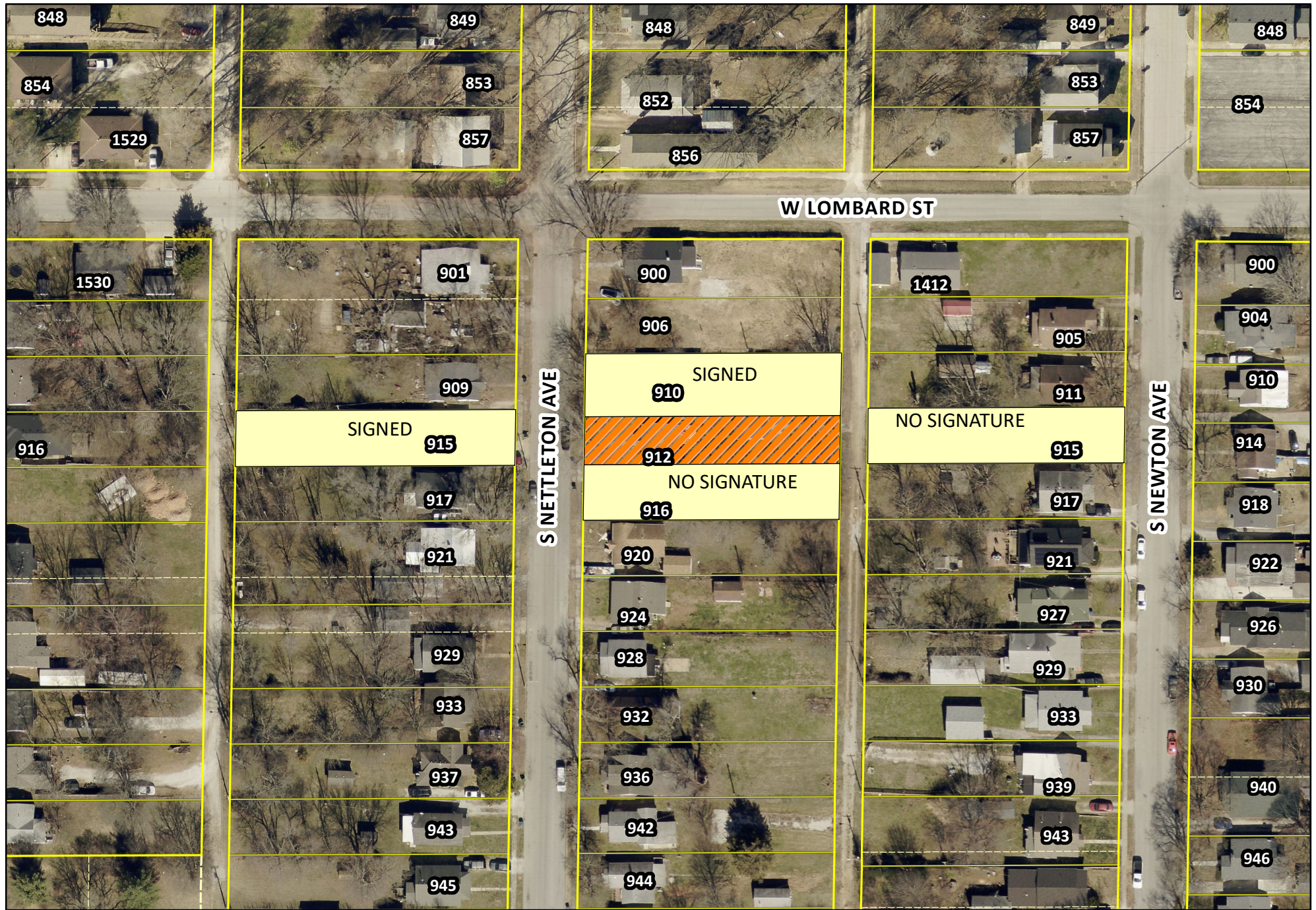
S FORT AVE

W LOMBARD ST

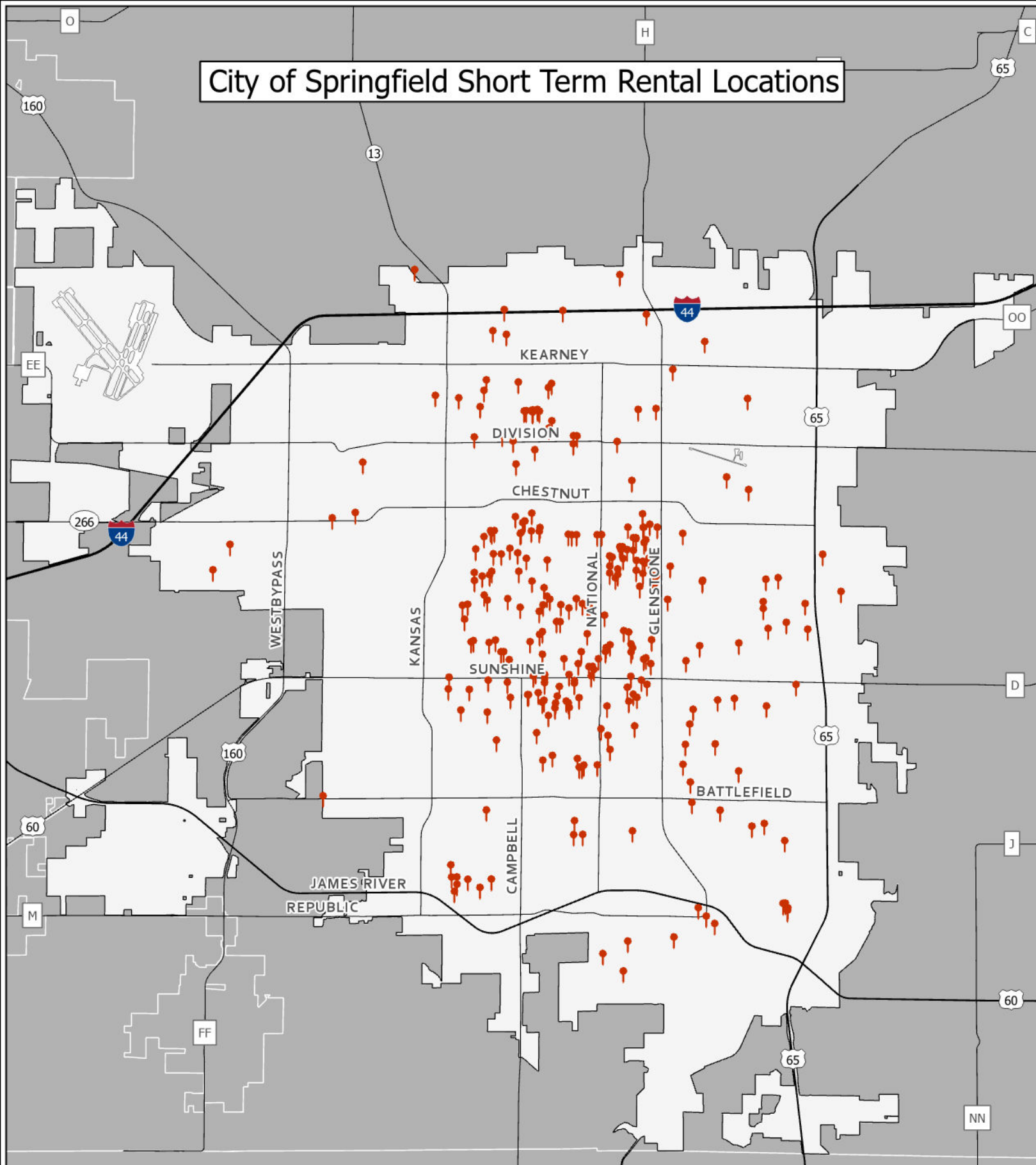
S NETTLETON AVE

S FORT AVE

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 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 2024-241 (HORTON)

FILED: 10/30/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 1609 North National 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 1609 N National 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 1609 N National 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 one valid signature from the six adjacent property owners, resulting in 17 percent consent as shown on "Exhibit C".

The five 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 18th City Council meeting.

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

Submitted By: Corey Stinson, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 11/12/2024

- Attachments:**
1. STR2 Appeal - 1609 North National Avenue
 2. STR2_Appeal_1609 N National_exhA
 3. STR2_Appeal_1609 N National_exhB
 4. STR2_Appeal_1609 N National_exhC

One-rdg. X
P. Hrngs.
Pgs. 17
Filed: 11-12-24

Sponsored by: Horton

COUNCIL BILL 2024-241 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property generally
2 located at 1609 North National 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 1609 North National 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 1609 North National Avenue
21 has obtained one valid signature from the six property owners adjacent to and
22 immediately across the street from the property, resulting in seventeen percent (17%)
23 consent of the neighboring property owners, attached hereto and incorporated herein as
24 “Exhibit 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 18, 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 1609 North National 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 A. Hays, City Manager

EXHIBIT A

Charles McDonald
937 W. Pershing St.
Springfield, MO 65806
September 12, 2024

Springfield Missouri City Council
840 Boonville Ave., 4th Floor
Springfield, MO 65802

Dear City Council Members,

I am writing to request an appeal regarding my short-term rental application for 1609 N. National Ave., as I was unable to obtain 55% consent from adjacent property owners despite having exhausted every possible option to acquire the required signatures.

Over the course of several weeks, I made numerous attempts to reach the property owners. I visited the neighboring homes multiple times, knocking on doors in the hope of connecting with them personally. In instances where I was unable to reach anyone in person, I researched contact details online, and I sent certified letters to each owner listed on the Greene County Assessor's website. With each letter, I included a self-addressed, stamped envelope to simplify the process for them to return the signed consent form.

Despite these extensive efforts, many property owners did not respond at all. While some accepted the certified letters, I received only one signature in return. I made repeated efforts to follow up, but unfortunately, the remaining owners failed to send back the necessary forms. Given the steps I've taken to fulfill the requirements and the lack of response from neighboring property owners, I respectfully request that the City Council consider my appeal and take into account the diligent measures I've pursued.

Thank you for your time and consideration.

Sincerely,
Charles McDonald



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: 11009 N. National Ave. Springfield, MO 65803

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

PROPERTY OWNER'S INFORMATION:

Name of current property owner: Charles McDonald

If corporation: Corporate Official: _____

Mailing Address: 937 W. Pershing St. Sgl, MO

Zip Code: 65806 Phone: 417 264 0426

E-mail: Hello@Macson.11c

PROPERTY OWNER'S SIGNATURE: _____

[Signature]

Department

Planning &
Development
3-6 weeks

Building Development
Services
1-3 weeks

Licensing
2-3 weeks

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.

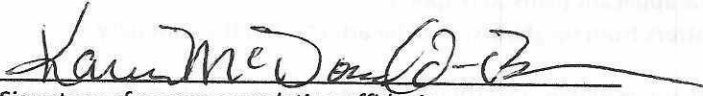
*Fees are non-refundable

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.
2. Meeting Date & Time: August 2, 2024
3. Meeting Location: 1609 N. National Ave.; Springfield, MO 65803
4. Number of invitations that were sent: 78
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.)

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

I, Karen McDonald-Bowman (print name), attest that the neighborhood meeting was held on August 2, 2024 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Karen McDonald-Bowman
Printed name of person completing affidavit



SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **1609 North National 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**)

Karen McDonald-Bowman
Signature of Owner/Operator

Karen McDonald-Bowman
Typed or Printed Name

ATTEST:

Title

Corporate Secretary
(If no seal)

Name of Company or Organization
(If Applicable)

Subscribed and sworn to before me a notary public on this 28 day of October, 20 24.

Amy Caldwell Werland
Notary Public

My Commission expires: 7-19-2028



**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: **1609 North National 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: <u>1612 N NATIONAL AVE</u>
	Owner(s) of Record (Typed or Printed) _____
	Signature(s) of Owners _____
	Title _____
2.	Address of Adjacent Residential Property: <u>1606 N NATIONAL AVE</u>
	<u>MAGA PROPERTIES LLC</u> Owner(s) of Record (Typed or Printed) _____
	<u>[Signature]</u> <u>MELODY KERNNEY</u> Signature(s) of Owners _____
	<u>MEMBER</u> Title _____
3.	Address of Adjacent Residential Property: <u>1615 N NATIONAL AVE</u>
	Owner(s) of Record (Typed or Printed) _____
	Signature(s) of Owners _____
	Title _____

**The City does NOT guarantee the accuracy of the Greene County Assessor property list.

**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: **1609 North National 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: <u>1603 N NATIONAL AVE</u>
	Owner(s) of Record (Typed or Printed) _____
	Signature(s) of Owners _____
	Title _____
5.	Address of Adjacent Residential Property: <u>1131 E LOCUST ST</u>
	Owner(s) of Record (Typed or Printed) _____
	Signature(s) of Owners _____
	Title _____
6.	Address of Adjacent Residential Property: <u>1123 E LOCUST ST</u>
	Owner(s) of Record (Typed or Printed) _____
	Signature(s) of Owners _____
	Title _____

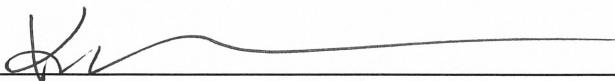
**The City does NOT guarantee the accuracy of the Greene County Assessor property list.

AFFIDAVIT OF SIGN POSTING

Attach photo here

(sign lettering must be legible in photo)

I, Karen McDonald-Bowman (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on Aug 2, 2024 (month/day/year) and in accordance with the given posting requirements.



Signature of person completing sign posting

Karen McDonald-Bowman

Printed name of person completing sign posting



Type 2 Rental Status*

- Approved
- Pending
- 1609 N National

*Status as of: 10/22/2024



0 0.03 0.05 0.1 Miles

E COMMERCIAL ST

E BLAINE ST

E PACIFIC ST

E LOCUST ST

E DIVISION ST

EXAS AVE

RISCO AVE

N HAMPTON AVE

N NATIONAL AVE

BNSF RR

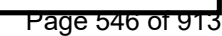
N PROSPECT AVE

N ROGERS AVE

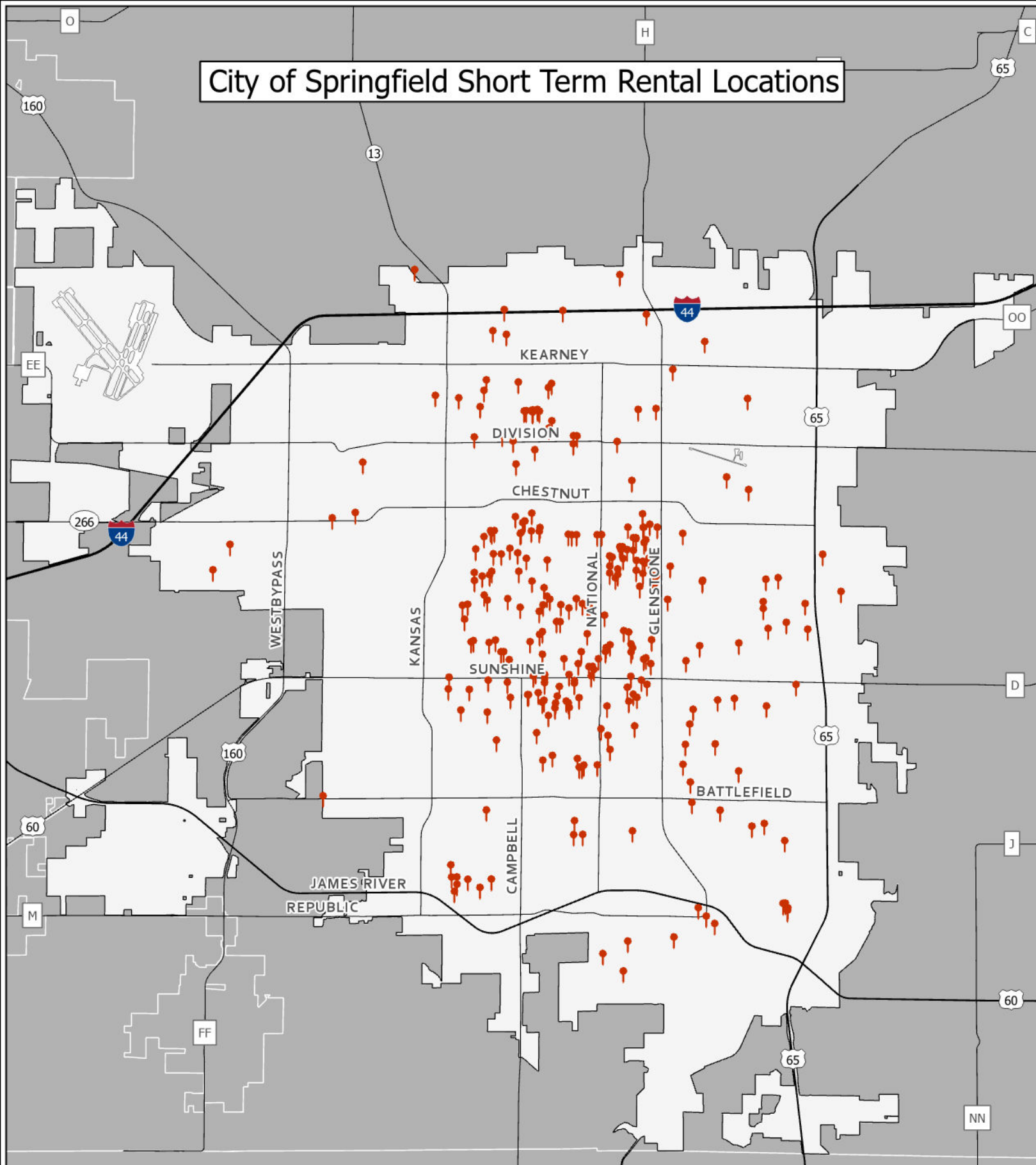
N NATIONAL AVE

E LOCUST ST

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): Macson Capital LLC
Operator(s) Name: Charles McDonald
Operator(s) Address: 937 W. Pershing Street; Springfield, MO 65806
Phone: 417-264-0426 E-Mail: Hello@Macson.Illc
Short-Term Rental Address: 1609 N. National Avenue; Springfield, MO 65804
2. Property owner name, address, e-mail, and phone (if different):

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

Charles McDonald
Business Owner/Operator

Signature

Property Owner
only if different

Signature

APPLICANT FILL OUT TO THIS POINT

PLANNING and DEVELOPMENT

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

PLN: 2024-00048 Personnel: A. Menke Date Reviewed: 3/18/2024

Comments: _____



EXPLANATION TO COUNCIL BILL 2024-242 (JENSON)

FILED: 10/30/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 511 South Newton 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 511 South Newton 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 511 South Newton 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 one valid signature and one invalid signature from the four adjacent property owners, resulting in 25 percent consent as shown on "Exhibit C."

The three 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 18th City Council meeting.

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

Submitted By: Corey Stinson, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 11/12/2024

- Attachments:**
1. STR2 Appeal - 511 South Newton Avenue
 2. STR2 Appeal_511 S Newton_exhA
 3. STR2 Appeal_511 S Newton_exhB
 4. STR2 Appeal_511 S Newton_exhC

One-rdg. X
P. Hrngs.
Pgs. 27
Filed: 11-12-24

Sponsored by: Jenson

COUNCIL BILL 2024-242 RESOLUTION

A RESOLUTION

1 GRANTING a Short-Term Rental Type 2 permit for the property generally
2 located at 511 South Newton 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 511 South Newton Avenue 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 511 South Newton Avenue has
21 obtained one valid signature and one invalid signature from the four property owners
22 adjacent to and immediately across the street from the property, resulting in twenty-five
23 percent (25%) consent of the neighboring property owners, attached hereto and
24 incorporated herein as “Exhibit 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 18, 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 511 South Newton 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 A. Hage, City Manager

EXHIBIT A

Jaci Martin
2035 S Wellington Avenue
Springfield, MO 65807
jacialysamartin@gmail.com
816-820-0644

September 14, 2024

Springfield City Council
City of Springfield
830 Boonville Avenue
Springfield, MO 65802

Dear Members of the Springfield City Council,

I am writing to appeal the status of my short-term rental permit for the property located at 511 S Newton Avenue.

On September 4th, I held a neighborhood meeting, and then on September 13th, I submitted all required documentation, including written consent from two of the four adjacent property owners.

However, the signature from Security Storage Services, Inc., who owns 507 S Newton Avenue, was deemed invalid because the signature was not provided in the proper format. The business and property owner printed and signed his own name. I was told that he would have needed to print "Security Storage Services, Inc." and then sign his own name beneath that. This was unclear to me based on the instructions I received, and I was surprised to learn that the city planning office did not have the business owner's name to verify the signature.

I attempted to contact the other two adjacent property owners many times as detailed below, but I received no responses:

1. **August 20, 2024:** I returned the addressed envelopes containing a notice of the neighborhood meeting and comment card to the city planning office. These included mailings to Participant No 430049 (512 S Newton Avenue) and Springfield Investment Properties LLC (510 S Newton Avenue).
2. **August 21, 2024:** I visited 510 S Newton and spoke with a tenant who could not provide contact details for the property owner. After some research, I located contact information for a similarly named company to Springfield Investment Properties LLC (Springfield

Property LLC, see figure 1). I supposed they may have shortened their name for marketing or web address purposes, and I attempted to contact them via their primary phone number (see figure 2) and an alternate number (see figure 3). I was unable to leave a voicemail as the mailbox was not set up. I also sent an email, which went unanswered (see figure 4).

3. **August 21, 2024:** I visited 512 S Newton Avenue but received no response. The occupant may be participating in the Safe at Home program, which makes contact difficult. It is unclear whether the current occupant is a renter or owner.
4. **August 26, 2024:** I mailed handwritten letters (see figures 5, 6, 7, 8, 9) to all four adjacent property owners using the addresses provided by the city planning office.
5. **August 26, 2024:** I made additional phone calls (see figure 10) and sent a follow-up email (see figure 11). Additionally, I filled out the contact form on Springfield Property LLC's website. I received no responses.
6. **September 4, 2024:** None of the adjacent property owners attended the neighborhood meeting held at 511 S Newton Avenue.
7. **September 9, 2024:** I made further calls to Springfield Property LLC (see figure 12) and was put on hold (see figure 13) but made no contact.

I could not verify the contact information for Springfield Investment Properties LLC and found no relevant information for 3048 S Clifton Avenue that matched the business name provided by the city planning office (see figure 14). The only business I found that operates at 3048 S Clifton Avenue is called Dizmang Properties, Inc., and I could not find any affiliation to Springfield Investment Properties LLC on their website. Unfortunately, even the tenants renting from Springfield Investment Properties LLC were unable to provide any information on how to contact them.

Additionally, I was never able to reach Participant No 430039, who owns 512 S Newton Avenue. This owner participates in the Safe at Home address confidentiality program, making information about them nearly impossible to find. Therefore, my chances of obtaining written consent from three out of four of the adjacent property owners was significantly hindered from the beginning.

Despite exhaustive efforts, I was unable to obtain written consent from 55% of the adjacent property owners. I have adhered to all other regulations and provided proper documentation.

I have not received any complaints or concerns regarding our short-term rental proposal from neighbors via mail, phone, or email. At the neighborhood meeting, two neighbors initially expressed concern about a new rental in the area, but they were reassured after meeting my husband and me and seeing how we take care of the property.

In 2023, my husband and I returned to Springfield, where we first met at Missouri State University, and moved into 511 S Newton Avenue. We have poured love, time, and money into updating our home: from fixing foundation issues to renovating the bathrooms to landscaping. We love the West Central neighborhood, especially the proximity to downtown Springfield, and although we need more space to start a family, we don't want to let go of this beautiful home. We believe that Springfield has so much to offer travelers, and we are excited about sharing local restaurants and shops with out-of-towners.

Given these circumstances, I respectfully request a reconsideration of the permit status for my short-term rental property. Thank you for your time and attention to this matter.

Sincerely,
Jaci Martin

Figure 1. A screenshot of a Google.com search for “Springfield Investment Properties LLC”

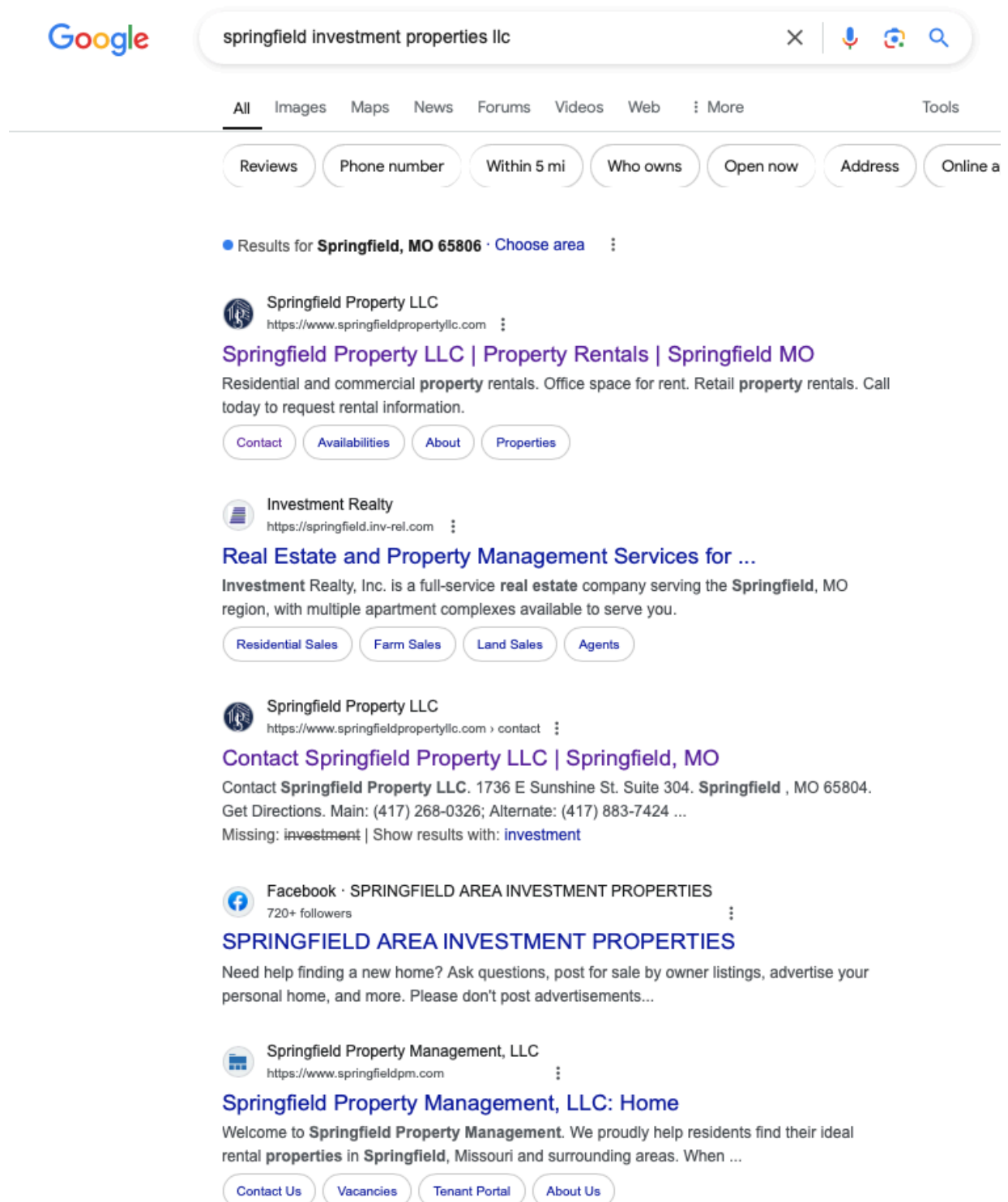


Figure 2. A screenshot of an outgoing call from my cell phone to 417-268-0326 on August 21, 2024 at 6:28pm lasting 8 seconds.

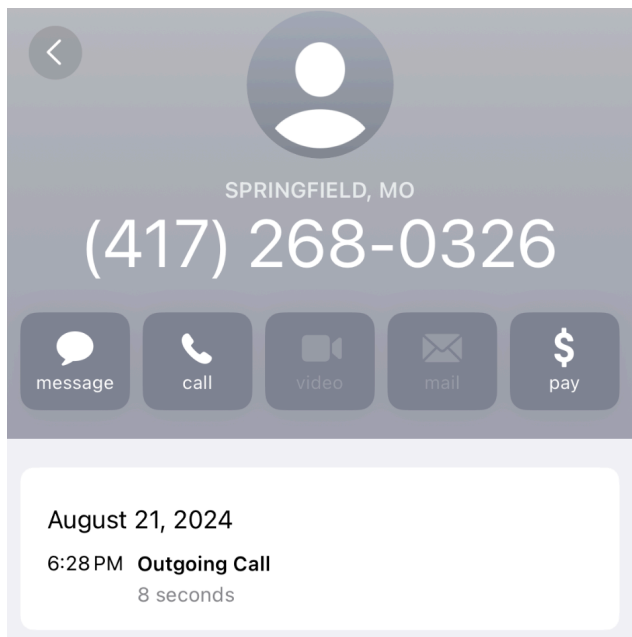


Figure 3. A screenshot of an outgoing call from my cell phone to 417-883-7424 on August 21, 2024 at 6:29pm lasting 9 seconds.

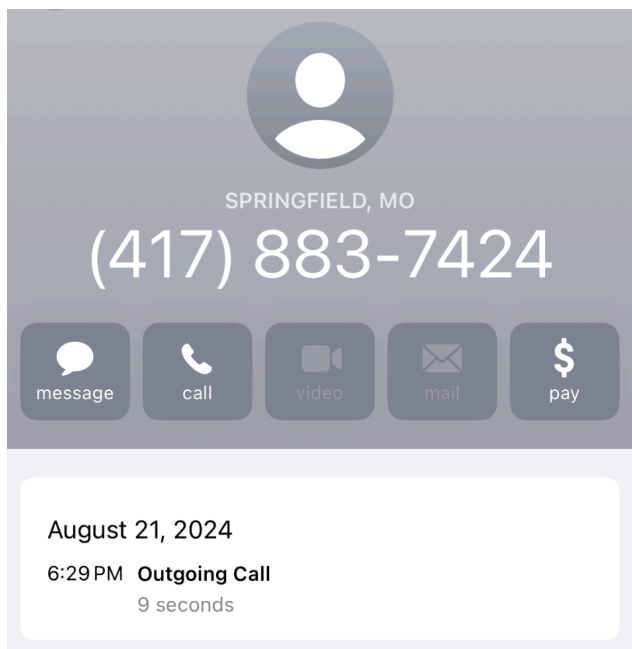


Figure 4. A screenshot of an email sent from jacialysamartin@gmail.com to springfieldpropertyllc@gmail.com on August 21, 2024 at 6:34pm.

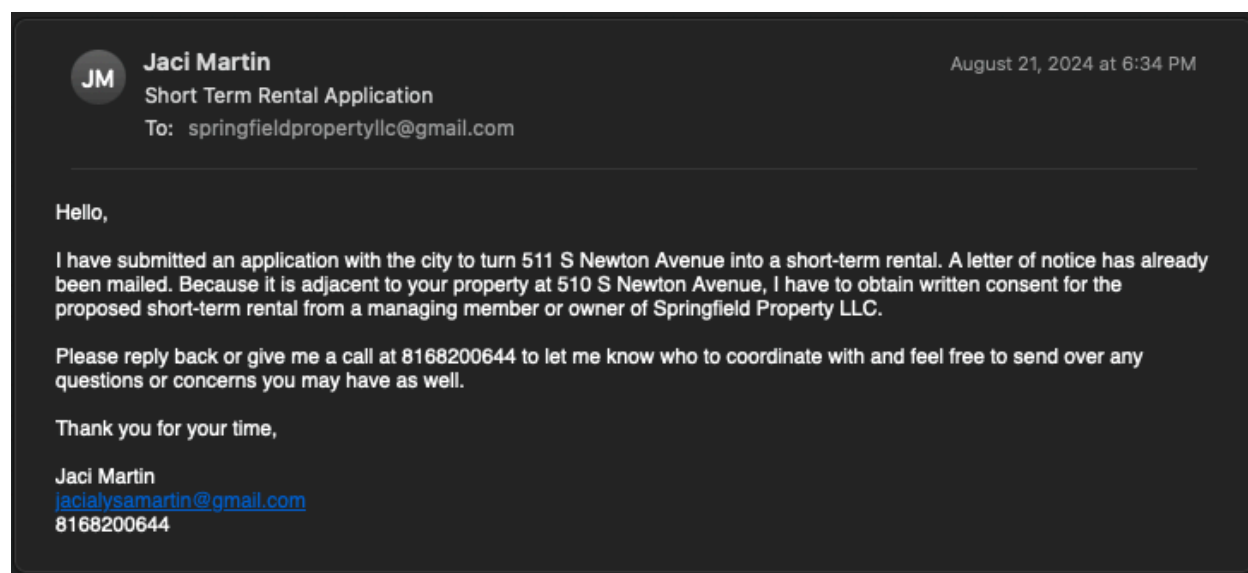


Figure 5. A photo of a handwritten letter that I sent to Springfield Investment Properties LLC.

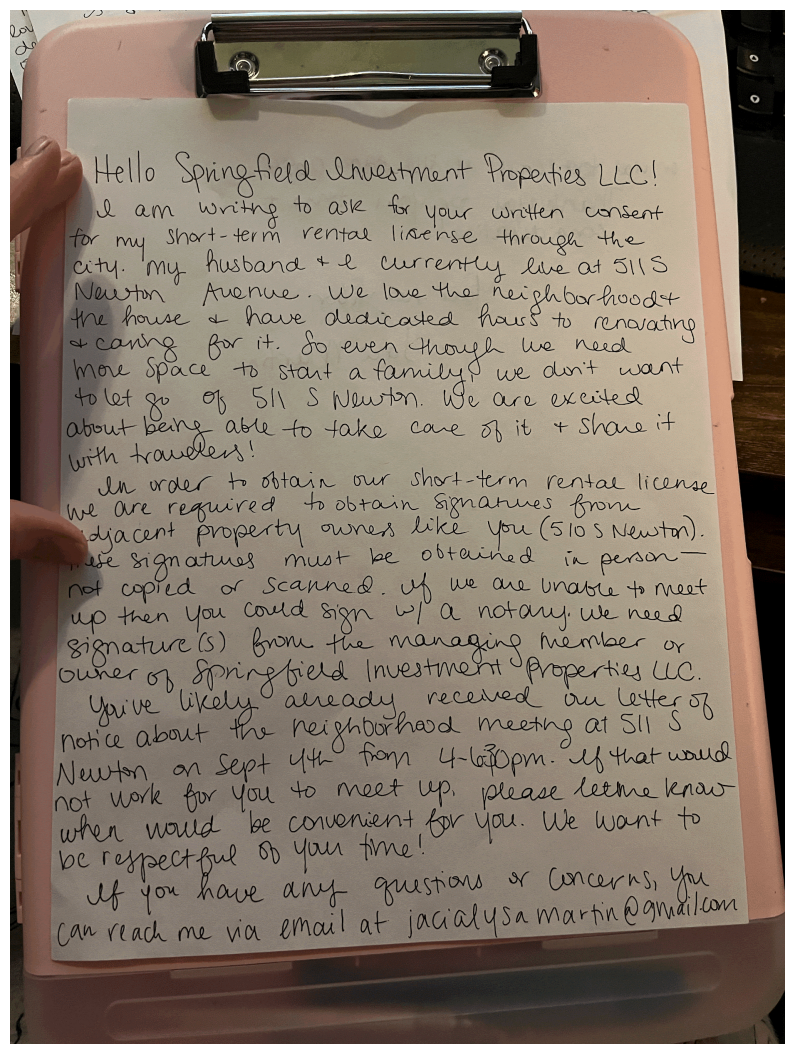


Figure 6. A photo of a handwritten letter that I sent to Security Storage Services, Inc.

Hello Security Storage Services, Inc!

I am writing to ask for your written consent on my short-term rental license through the city. My husband & I currently live at 511 S Newton Avenue & we love the neighborhood. We've dedicated hours to renovating the house & even though we love it, we need something bigger to start a family. We want to hold onto 511 S Newton to take care of it & share it with travelers!

In order to obtain our short-term rental license from the city, we are required to obtain signatures from adjacent property owners like you (507 S Newton Ave). These signatures must be obtained in person — they can't be copied or scanned — and it will need to be from the managing member or owner of Security Storage Services Inc.

You likely received a letter from us about our neighborhood meeting on Sept 4th @ 4-6:30pm. If that time doesn't work for you to meet up, please let me know when you could! We want to make this as convenient for you as possible. If you have any questions or concerns you can email me at jaci.alysa.martin@gmail.com OR

Figure 7. A photo of a handwritten letter that I sent to Patrick Cunningham.

Hello Patrick Cunningham!

I am writing to ask for your written consent for my short-term rental at 511 S Newton Ave. In order to obtain a license from the city, we are required to obtain signatures from adjacent property owners like you (517 S Newton).

My husband & I love our house on Newton & love the West Central neighborhood. We've dedicated hours to renovating & taking care of our home. So even though we need something bigger to expand our family, we don't want to let go of 511 S Newton. We are excited to share it with out-of-town guests like travel nurses & parents visiting their college kids. We also love that we'll have somewhere for out-of-town family to stay!

If you would like to offer your consent, we will need a signature from you. We have to obtain one in person — it can't be copied or scanned.

You've likely received our letter of notice about our neighborhood meeting at 511 S Newton on Sept 4th at 4-6:30pm. If that time doesn't work for you to meet up, please let me know! We want to make all this as convenient for you as possible!

If you have any questions or concerns you can email me at jaci.alysa.martin@gmail.com or text / call me at 816-820-6144. Thank you for your time & consideration!

Your neighbor, Jaci Martin

Figure 8. A photo of a handwritten letter that I sent to Participant No 430039.

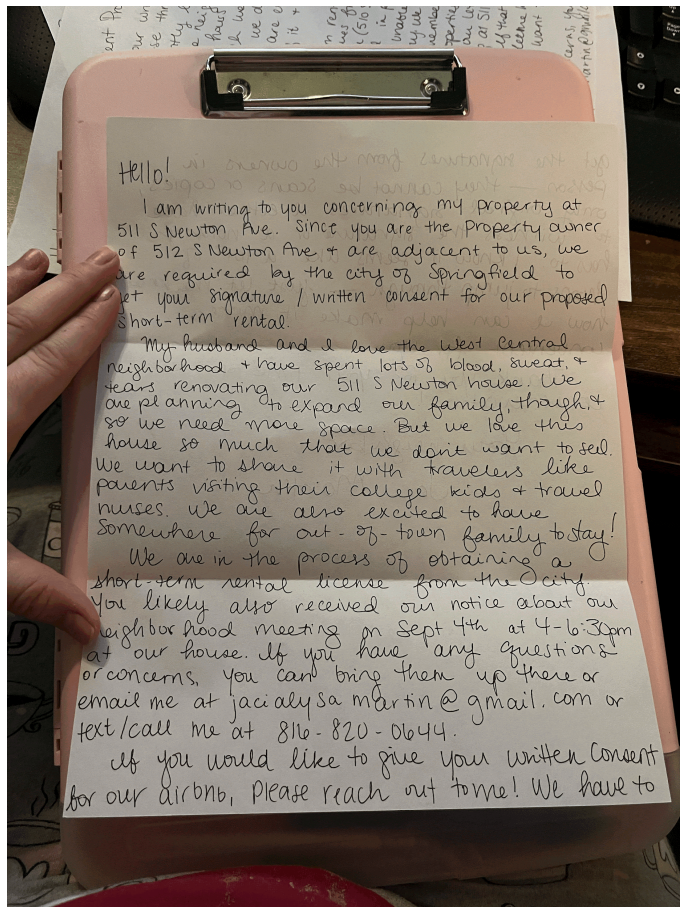


Figure 9. A photo of the four appropriately addressed and stamped envelopes containing the four handwritten letters.

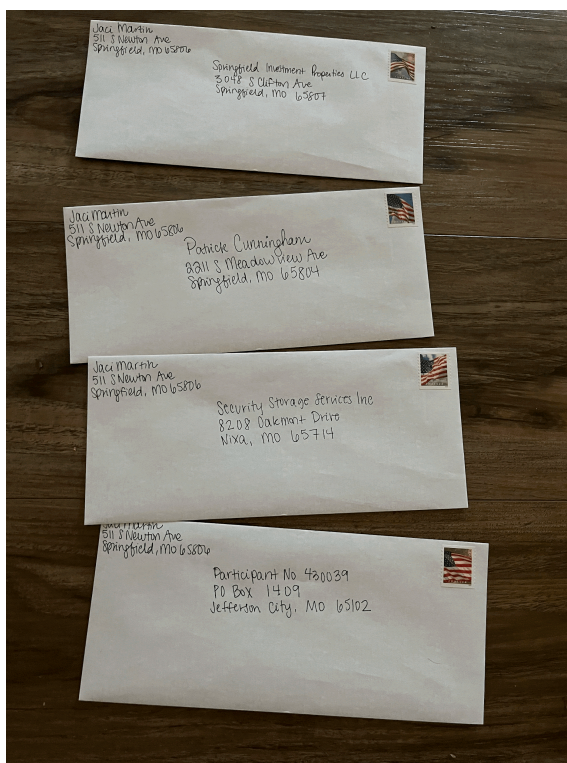


Figure 10. A screenshot of an outgoing call from my cell phone to 417-268-0326 on August 26, 2024 at 9:30am that lasted 1 second. Another call was made at 9:30am that lasted 6 seconds.

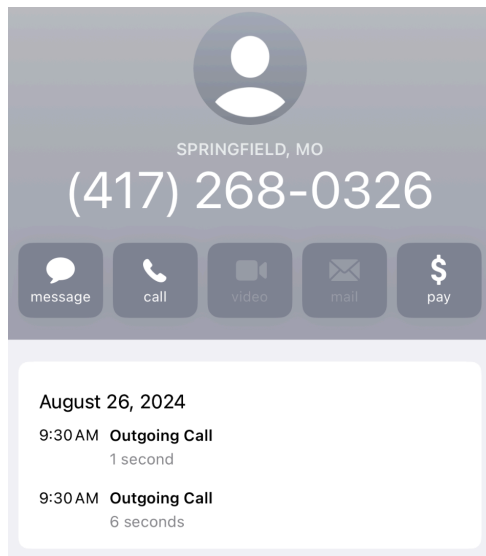


Figure 11. A screenshot of a follow up email sent from jacialysamartin@gmail.com to springfieldpropertyllc@gmail.com on August 26, 2024 at 9:35am.

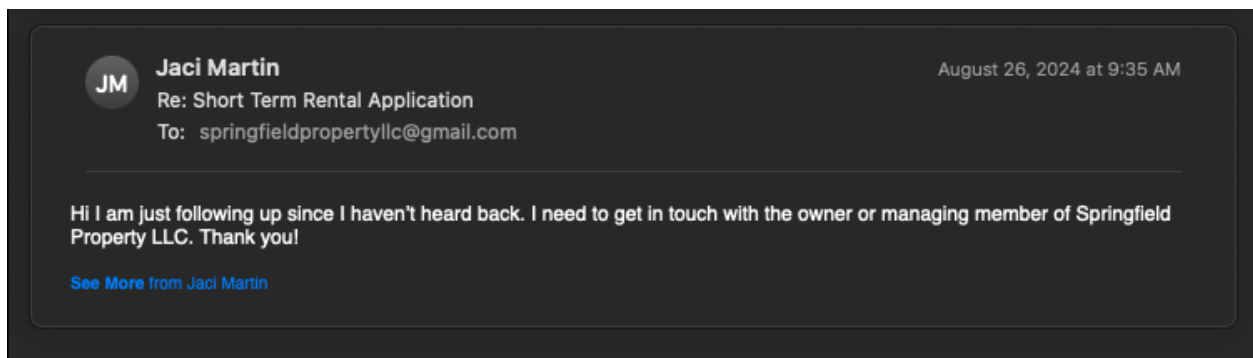


Figure 12. A screenshot of an outgoing call from my cell phone to 417-268-0326 on September 9, 2024 at 12:22pm that lasted 4 seconds.

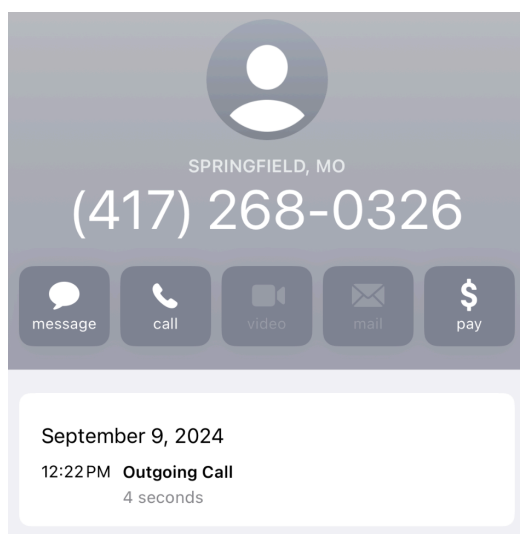


Figure 13. A screenshot of an outgoing call from my cell phone to 417-883-7424 on September 9, 2024 at 12:23pm lasting 2 minutes.

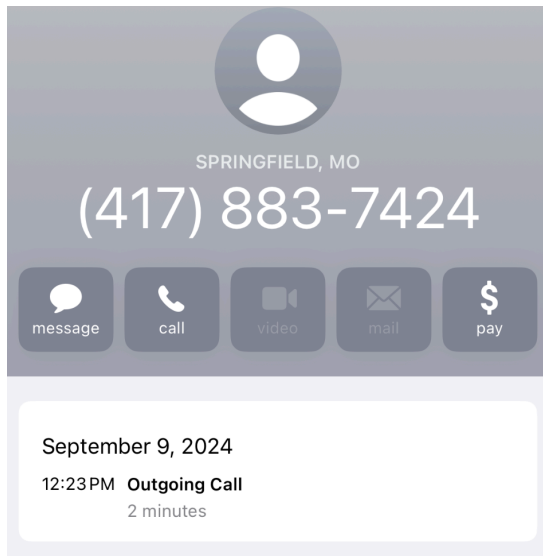
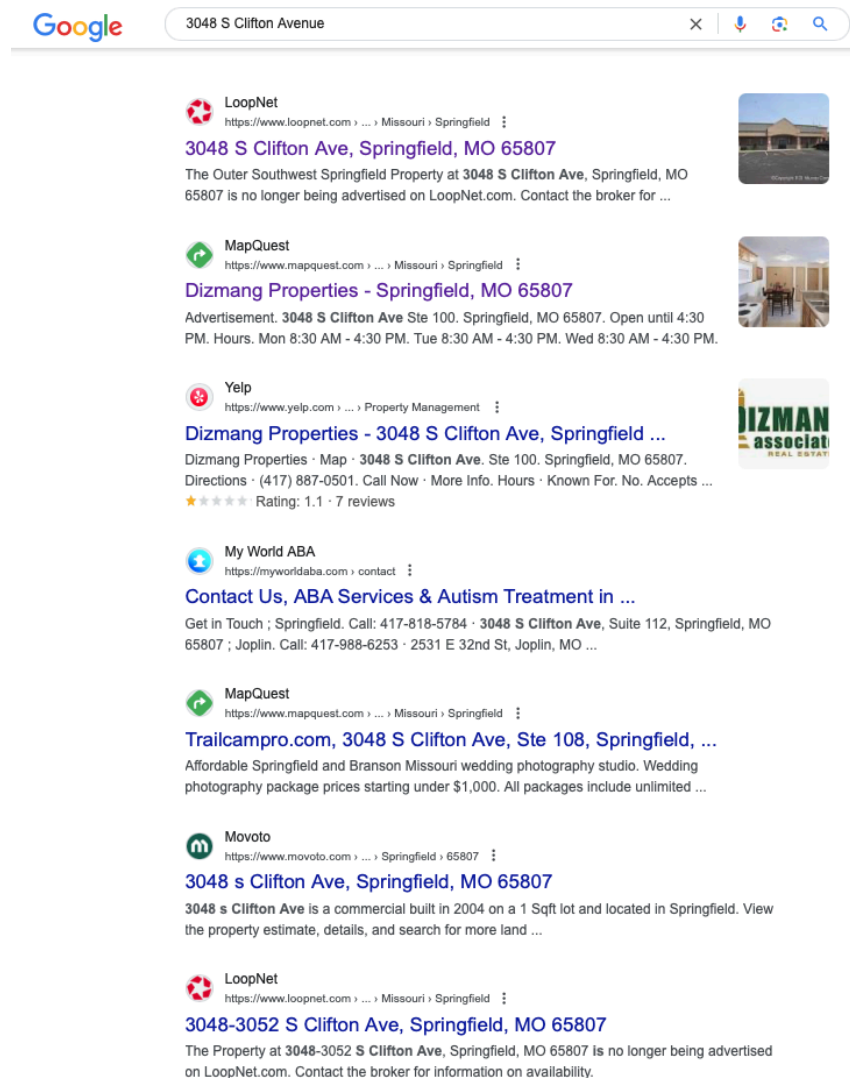


Figure 14. A screenshot of a Google.com search for 3048 S Clifton Avenue.





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: 511 S Newton Avenue

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: Jaci Martin

If corporation: Corporate Official: _____

Mailing Address: 511 S Newton Ave Springfield, MO

Zip Code: 65806 Phone: 816-820-0644

E-mail: jacialysamartin@gmail.com

PROPERTY OWNER'S SIGNATURE: Jaci A. Martin

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: Wednesday Sept 4, 2024 4:00-6:30pm

3. Meeting Location: 511 S Newton Avenue Springfield, MO 65806

4. Number of invitations that were sent: 84

5. Number of neighbors in attendance (attach a sign-in sheet): 3

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

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

Travis + John were concerned about more rental properties in the neighborhood, but after talking with us, they feel good about our plans + how we will take care of the house & the lawn.

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

N/A

I, Jaci Martin (print name), attest that the neighborhood meeting was held on 09/04/2024 (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting Process."

Jaci A. Martin
Signature of person completing affidavit

Jaci Martin
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: Short-Term Rental Type 2

Meeting Date: 9/4/2024

Owner/Operator: Jaci Martin

Location of Meeting: 511 S Newton Ave

[illegible]



SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT

Address of Proposed Short-Term Rental: **511 S Newton**

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**)

Jaci A. Martin
Signature of Owner/Operator

Jaci Martin
Typed or Printed Name

ATTEST:

owner
Title

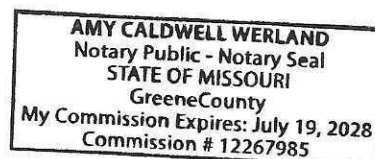
Corporate Secretary
(If no seal)

Name of Company or Organization
(If Applicable)

Subscribed and sworn to before me a notary public on this 13 day of September, 20 24.

Amy Caldwell Werland
Notary Public

My Commission expires: 7-19-28



Planning and Development Department
Busch Municipal Building • 840 Boonville Avenue
Springfield, Missouri 65802 • 417-864-1031 • springfieldmo.gov

**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: **511 S Newton**

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: <u>8208 OAKMONT DR</u> <u>507 NEWTON</u> <u>CS</u> <u>Keith M. H.</u> Owner(s) of Record (Typed or Printed) <u>[Signature]</u> Signature(s) of Owners <u>Owner</u> Title	Notary Seal (only required if signature not witnessed by applicant) SEAL X
2.	Address of Adjacent Residential Property: <u>2211 S MEADOWVIEW AVE</u> <u>517 NEWTON</u> <u>PATRICIA CUNNINGHAM</u> Owner(s) of Record (Typed or Printed) <u>[Signature]</u> Signature(s) of Owners <u>OWNER</u> Title	Notary Seal (only required if signature not witnessed by applicant) SEAL ✓
3.	Address of Adjacent Residential Property: <u>PO BOX 1409</u> <u>512 NEWTON</u> Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL

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

The undersigned hereby certifies that they are the owners of property referenced below and that they consent to the proposed short-term rental located at: **513 S Newton**

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: <u>3048 S CLIFTON AVE 510 NEWTON</u> Owner(s) of Record (Typed or Printed) Signature(s) of Owners Title	Notary Seal (only required if signature not witnessed by applicant) SEAL
5.	Address of Adjacent Residential Property: _____ 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

Attach photo here

SEE
ATTACHED

(sign lettering must be legible in photo)

I, Jaci Martin (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on 09/04/2024 (month/day/year) and in accordance with the given posting requirements.

Jaci A. Martin
Signature of person completing sign posting

Jaci Martin
Printed name of person completing sign posting

Neighborhood Meeting Type 2 Short-Term Rental

Date of Meeting: Wed. 9-4-24 Time: 4:00pm to 6:30pm

Location of Meeting: 511 S Newton Ave Springfield, MO
65806

Contact Name: Jaci Martin

Contact Telephone No.: 816-820-0644

Contact E-Mail: jacialysamartin@gmail.com

Type 2 Short-Term Rental uses require applicant(s) to have a neighborhood meeting and invite property owners within 500' of their property along with any registered neighborhood organizations.



STR Neighborhood Meeting

Date of Letter: 8/20/24

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all proposed Short-Term Rental applications require a neighborhood meeting and to invite the property owners within 500 feet of the property and to invite the officers of any registered neighborhood association on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a Short-Term Rental Type 2 in your neighborhood.

APPLICANT CONTACT INFORMATION:

Applicant/Representative Name: Jaci + Nicklaus Martin
Address: 511 S Newton Avenue
City, State and Zip: Springfield, MO 65806
Phone Number: 816-820-0644 E-mail: jacialysamartin@gmail.com

SHORT-TERM RENTAL LOCATION:

511 S Newton Ave Springfield, MO 65806

PUBLIC NEIGHBORHOOD MEETING:

Date of Meeting: Wednesday, September 4, 2024
Location of Meeting: 511 S Newton Ave
Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

What is a Short-Term Rental Type 2?

The rental of an entire dwelling, or any portion thereof, for a period of not more than 30 days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. A STR Type 2 permit is for a dwelling located within a R-SF or R-TH zoning district and does not require the Short-Term Rental operator to reside at the dwelling.

ATTACHMENTS: Notice Letter from City with Comment Card attached to this letter

Type 2 Rental Status*

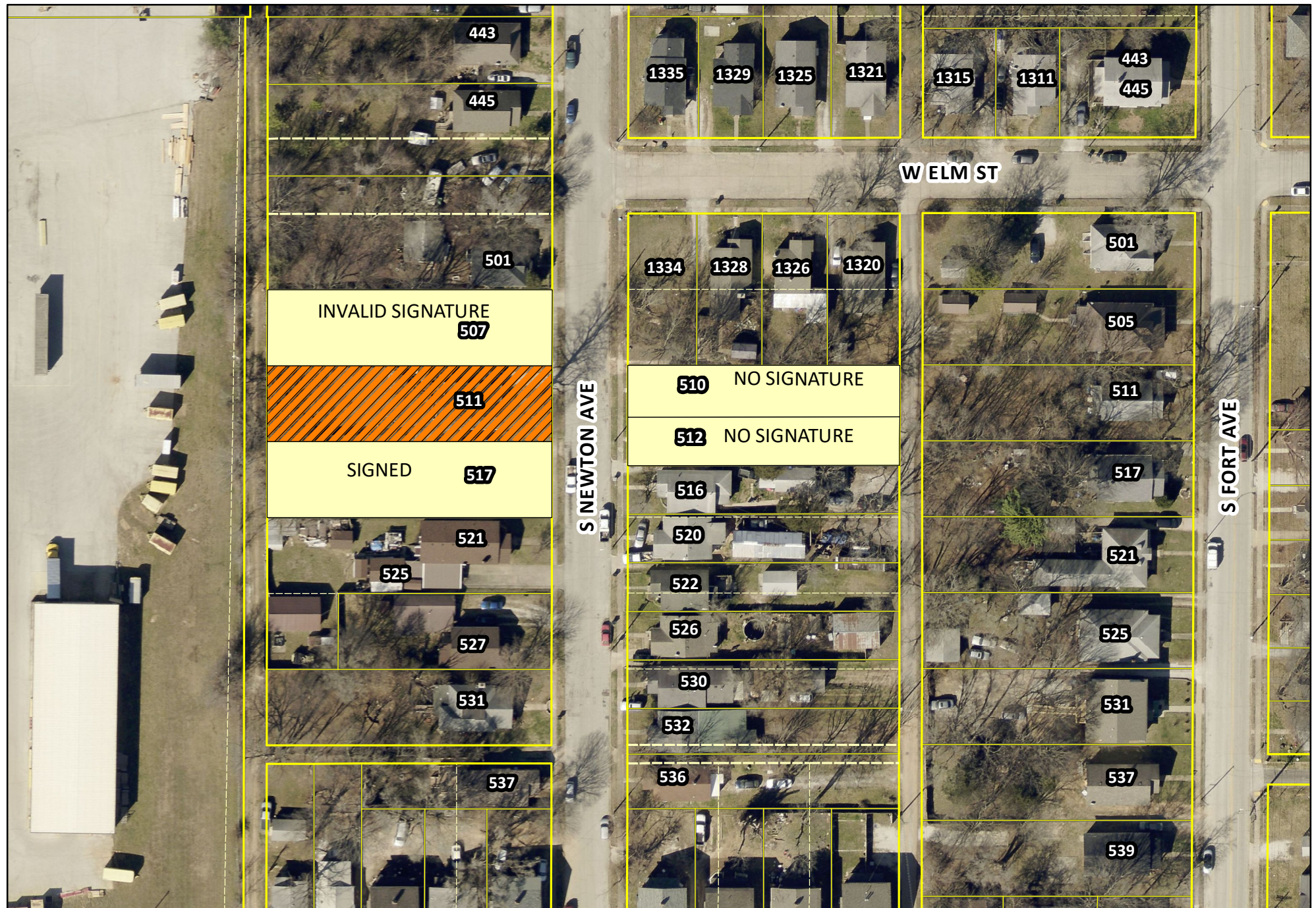
- Approved
- Pending
- 511 S Newton

*Status as of: 10/22/2024

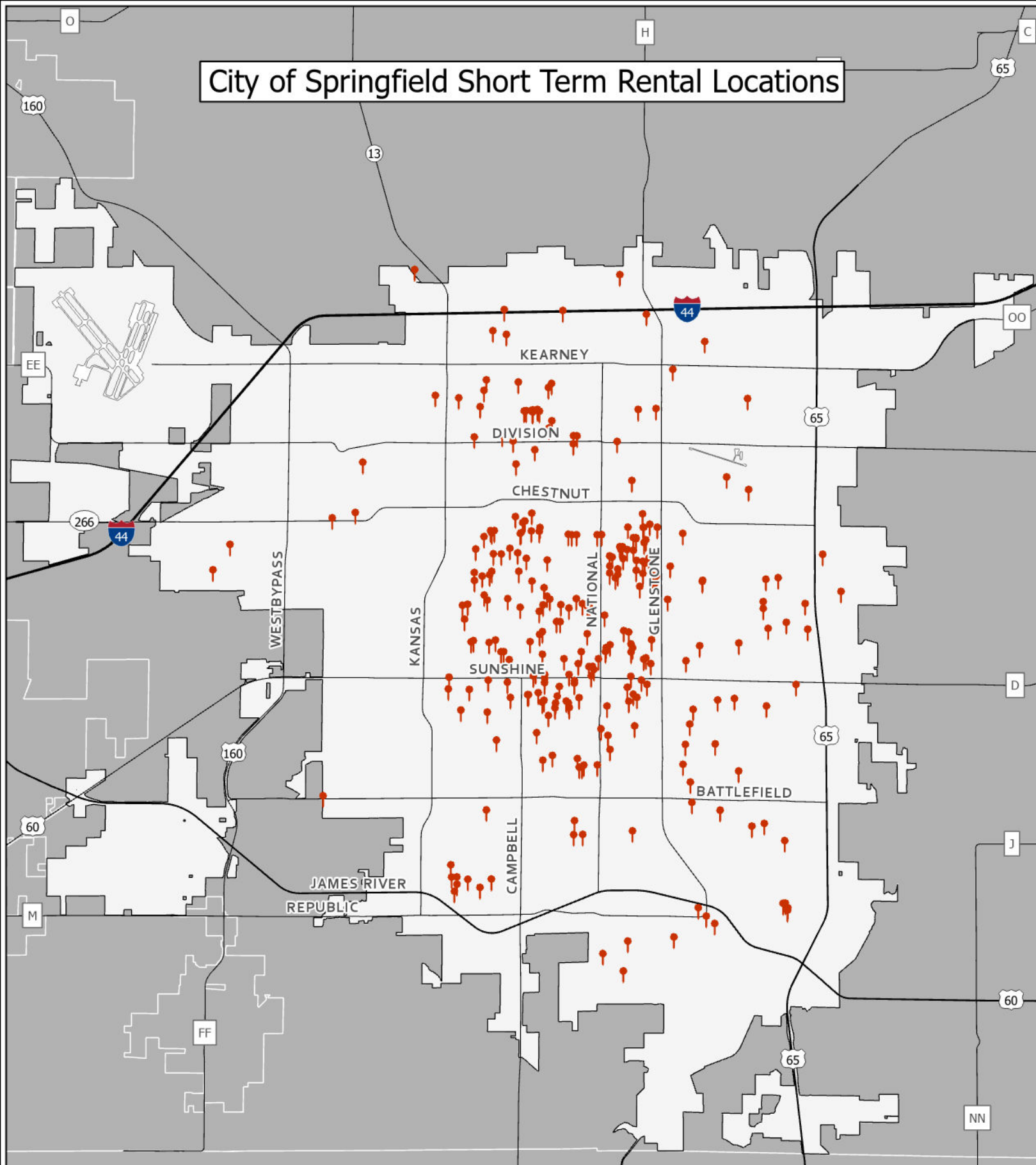


0 0.03 0.05 0.1 Miles

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): _____
Operator(s) Name: Jaci and Nicklaus Martin
Operator(s) Address: 511 S Newton Avenue Springfield, MO 65806 *note we are moving!
Phone: (816) 820-0644 E-Mail: jacialysamartin@gmail.com
Short-Term Rental Address: 511 S Newton Avenue Springfield, MO 65806
2. Property owner name, address, e-mail, and phone (if different):

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

Jaci Martin
Business Owner/Operator

Jaci Martin
Property Owner
only if different

Jaci A. Martin
Signature
Jaci A. Martin
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: TYPE 2 4. Verification of Density Requirements: APPROVED

PLN: PLN2024-00185 Personnel: CSTINSON Date Reviewed: 08/13/2024

Comments: _____



EXPLANATION TO COUNCIL BILL 2024-244 (HARDINGER)

FILED: 11/01/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A resolution declaring the official intent of the City of Springfield, Missouri to issue its special obligation bonds in a principal amount not to exceed \$35,000,000 to finance the costs of expansion and improvement of the Noble Hill Sanitary Landfill.

PURPOSE: To declare the intent of the City of Springfield, Missouri to issue its Special Obligation bonds to finance the expansion and improvement of the Noble Hill Sanitary Landfill.

BACKGROUND INFORMATION: Approved by voters in 1991, the Integrated Solid Waste Management System ("ISWMS") is a system to collectively manage the City's landfill, recycling collection centers, yardwaste recycling center, hazardous household chemical collection center, and recycling education programs. Each component of this system works in concert with the others to provide Springfield citizens a way to dispose of their trash.

Springfield is one of a few communities in Missouri that owns and operates its own landfill. Having a place to dispose of trash is essential to the future of our community and owning our own landfill creates an enormous benefit to our citizens.

In 2019, the City received approval from the Missouri Department of Natural Resources for a 42-acre expansion of the existing Noble Hill Sanitary Landfill. This expansion included a total of 8 new cells within the expanded footprint and added significant airspace to the landfill.

The Department of Environmental Services is in the final stages of engineering design and is preparing a bid package to construct additional landfill cells as outlined in the approved landfill expansion plan. To finance this project, the Department is exploring various options, including issuing Special Obligation Bonds.

Declaring the intent to issue bonds allows the City to retain the option for reimbursement of expenditures incurred after this resolution's date. This Council Bill does not obligate the City to issue bonds or incur debt. If the Department of Environmental Services determines that recommending this financing is in the City's best interest, a separate Council Bill will be submitted to formally authorize the issuance of bonds and budget the bond proceeds.

REMARKS: Environmental Services recommends approval and passage of this Council Bill.



Submitted By: Erick Roberts, Assistant Director of Environmental Services

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

Maurice S. Jones, Deputy City Manager 11/12/2024

Attachments: 1. 2024 Springfield Landfill Intent to Issue Bonds_Res

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 11-12-24

Sponsored by: Hardinger

COUNCIL BILL 2024-244 RESOLUTION

A RESOLUTION

1 DECLARING the official intent of the City of Springfield, Missouri to issue its
2 special obligation bonds in a principal amount not to exceed
3 \$35,000,000 to finance the costs of expansion and improvement of
4 the Noble Hill Sanitary Landfill.
5 _____

6
7 WHEREAS, the City has received approval from the Missouri Department of
8 Natural Resources ("MDNR") for a 42-acre expansion of the existing Noble Hill Sanitary
9 Landfill, which will add a total of 8 new cells within the existing landfill and will add
10 significant life and airspace to the City's landfill; and
11

12 WHEREAS, the Department of Environmental Services is in the final stages of
13 engineering design and is preparing a bid package for the Project, and is exploring various
14 options to finance the expansion and capital expenditures made on and after the date
15 hereof in connection with the acquisition, construction, improvement, maintenance,
16 furnishing and equipping of the Project, including issuing Special Obligation Bonds; and
17

18 WHEREAS, the City of Springfield, Missouri, a constitutional home-rule charter
19 city and political subdivision of the State of Missouri (the "City"), intends to issue its special
20 obligation bonds (the "City Bonds"), the proceeds of which will be used to finance a portion
21 of the costs of expanding and improving the City's Noble Hill Landfill (the "Project"); and
22

23 WHEREAS, the City desires to express its intent to issue City Bonds if determined
24 to be in the City's best interest.
25

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

29 Section 1 – The City hereby declares the Project will promote the interests and
30 development of the City and the issuance of the City Bonds will be in furtherance of the
31 public purposes set forth in the Project
32

33 Section 2 – City Council determines and declares the official intent of the City to
34 issue City Bonds to finance and/or reimburse the City for expenditures made with

35 respect to the Project, said City Bonds to be issued in one or more series in an amount
36 not to exceed \$35,000,000, to include amounts required for the payment of costs of
37 issuance, interest expense during the construction of the Project, if any, and any
38 required reserves for the payment of debt service on the bonds. The proceeds of the
39 bonds may be used to reimburse the costs of the Project paid prior to the issue date of
40 the bonds.

41
42 Section 3 – This Resolution does not constitute a commitment by the City to
43 issue bonds or incur debt. The issuance of any bonds is subject to final approval by the
44 City of all legal documents relating to said bonds.

45
46 Section 4 – This Resolution shall be in full force from and after its adoption by the
47 City.

48
49 Passed at meeting: _____

50
51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Resolution: _____

58
59 Approved as to form: John Millington, Deputy City Attorney

60
61 Approved for Council action: Jason A. Hays, City Manager
62
63



EXPLANATION TO COUNCIL BILL 2024-245 (HOSMER)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution adopting the Springfield Brownfields Program Revolving Loan Fund Policy Manual.

PURPOSE: To adopt the Brownfields Program Revolving Loan Fund ("RLF") Policy Manual ("Attachment 1") to be used as a guide for information on program requirements, application procedures, site and applicant eligibility, eligible costs, and other program parameters.

BACKGROUND INFORMATION: The Springfield Brownfields Revolving Loan Fund ("RLF"), established in 2009 and administered by the Springfield Economic Vitality Department, provides financing for eligible brownfield cleanup projects within Springfield's city limits. The program offers loans and subgrants to qualified, market-ready sites, helping to fund the remediation necessary for site cleanup. This financial support incentivizes the redevelopment of formerly hazardous sites. The United States Environmental Protection Agency (EPA) funds the program through grant awards. The Brownfields Program RLF Policy Manual serves as a guide for applicants to determine eligibility, allowable costs, and the application process for the RLF program. It also aids city staff in evaluating project eligibility, selecting projects, outlining loan and subgrant terms, and ensuring proper administration, compliance, and monitoring of all grant requirements. All Brownfields RLF loans and subgrants are overseen by the Brownfields Review Committee.

The Brownfields program supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety
- Fiscal Sustainability
- Quality Housing Options

REMARKS: Staff recommends approval.

Submitted By: Cheri Hagler, Community Development Loan Officer

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

Maurice S. Jones, Deputy City Manager 11/12/2024



- Attachments:**
1. Brownfields RLF Policy Manual
 2. Brownfields RLF Policy Manual 2024_att1

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

37
38
39 Approved for Council action: Jason A. Hage, City Manager

City of Springfield, Missouri

Brownfields Program

REVOLVING LOAN FUND

Policy Manual

For information contact:
Economic Vitality Department
840 Boonville Ave. 2nd Floor
Springfield, MO 65801
417-864-1037



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1.0 INTRODUCTION

The Springfield Brownfields Revolving Loan Fund (RLF), administered by the Springfield Economic Vitality Department, provides financing for eligible brownfields cleanup projects within the city limits of Springfield. RLF loans and subgrants are available to qualified, suitable market-ready sites. These loans and subgrants fund the remediation required for site cleanup, which then allows redevelopment projects on these formerly hazardous sites to move forward.

The City of Springfield began operating the Brownfields Program in 1999 to provide environmental assessments for both public and private properties to incentivize redevelopment. Over the years, the city has been awarded various grants to supplement this program. In October 2007, the City of Springfield was awarded a grant from the Environmental Protection Agency (EPA) of \$1,000,000 to establish a Revolving Loan Fund and expand upon the existing Brownfields program. The Brownfields RLF is designed to provide an economic incentive to encourage cleanup and redevelopment of brownfields sites that threaten the health and well-being of those living in Springfield.

The goals of the city's RLF program are to improve the quality of life, revitalize neighborhoods and increase the tax base by:

- Encouraging sustainable redevelopment of brownfields sites
- Protecting human health and the environment
- Supporting the retention and attraction of new jobs
- Facilitate redevelopment that has a strong economic development focus and leveraging capital investment
- Educating and engaging with the community about the Brownfields Program

This Program Manual provides information on the program requirements, application procedures, site and applicant eligibility, eligible costs, and other program parameters.

For further information, please contact the Economic Vitality Department at (417) 864-1037.

2.0 ADMINISTRATION

The City of Springfield Economic Vitality Department will have principal oversight of the RLF program.

2.1 BROWNFIELDS REVIEW COMMITTEE

Members of the Brownfields Review Committee will be appointed by the Director of Economic Vitality and will include City of Springfield staff who will provide collective expertise related to addressing environmental, community, and economic development

opportunities and issues and who will ensure that interests of citizens, businesses, and the environment are addressed.

2.2 CONSULTANTS

The city contracts with Qualified Environmental Professionals (QEPs) to provide the technical services and oversight to carry out RLF activities. All QEPs on contract will have the ability to bid on approved projects. The selected QEP will be responsible for cleanup coordination, cleanup oversight, project monitoring and compliance.

2.3 EPA

The EPA Regional Project Officer will provide regulatory oversight and guidance of the RLF program. Site eligibility, borrower and subgrantees approvals will be made by the Project Officer. EPA approval of cleanup program deliverables will also be sought for cleanup activities proposed and conducted with the RLF funding.

2.4 CONFIDENTIALITY AND CONFLICTS of INTEREST

Personal and business financial information will be held in confidence to be reviewed only by the Brownfields Review Committee and City Attorney's Office for use exclusively in the evaluation of the RLF application. EPA staff shall also review this information when requested.

No employee, agent, consultant, officer, or elected or appointed official of the City of Springfield or the Land Clearance for Redevelopment Authority (LCRA) who has performed duties related to activities funded by this program, or who is in a position to influence decisions or access confidential information about these activities, may gain any personal or financial interest from them. Additionally, they may not hold an interest in any related contract, subcontract, or agreement, nor benefit from its proceeds, either for themselves or through family or business connections, during their employment or for one year afterward.

2.5 APPEAL PROCESS

Any Applicant aggrieved by a decision of the Brownfields Review Committee relating to loan or subgrant approval, denial, or amount, may appeal said decision by filing a written notice of appeal with the Secretary of the Land Clearance for Redevelopment Board (LCRA) within thirty (30) days of receiving written notice of the Brownfields Review Committee's decision. The request for appeal shall be placed on the LCRA Board agenda. The LCRA Board may affirm, reverse, or modify the decision of the Brownfields Review

Committee and notify the Committee and the Applicant in writing of its decision and the reasons, therefore. The LCRA Board decision shall be final.

3.0 ELIGIBILITY REQUIREMENTS

3.1 SITE ELIGIBILITY

- ✓ Site must be located within the city limits of Springfield
- ✓ Sites contaminated by controlled substances
- ✓ Sites contaminated by a hazardous or petroleum substances and meet the U.S. EPA definition of a brownfield under CERCLA § 101(39):

Brownfield:

A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

- ✓ Sites at which a Phase I and Phase II Environmental Site Assessment Reports (ESAs) or their equivalent have been performed
- ✓ Approved by the EPA
- ✓ Where applicable, sites must be entered into the State Voluntary Cleanup Program
- ✓ For any petroleum-contaminated brownfield site that is not included in the EPA-approved workplan, the city shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is “no viable responsible party” for the site;
 - ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the city or the State, following contact and discussion with the appropriate state petroleum program official.

Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

Ineligible brownfield sites are:

- X Sites listed or proposed for listing on the National Priorities List (NPL)
- X Sites subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA

Sites that are subject to the jurisdiction, custody of the United States government except land held in trust by the United States Government for an Indian tribe

If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then a request may be made for a property-specific funding determination from the EPA Project Officer. The request must provide information sufficient for the EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. No costs can be incurred for cleaning up sites requiring a property-specific funding determination by the EPA until the EPA Project Officer that EPA has determined that the property is eligible.

3.2 BORROWER AND SUBGRANTEE ELIGIBILITY

Applications may be submitted by:

- ✓ For profit entities or even individuals (for loans only)
- ✓ Non-profit organizations including 501(c) 3 entities (for both loans and subgrants)
- ✓ Municipalities / local government entities (for both loans and subgrants)

Borrowers and subgrantees are eligible for funding for cleanup activities at a site for which a borrower or subgrantee is not potentially liable under CERCLA § 107.

Entities that have been suspended, debarred, or declared ineligible for Federal financial assistance programs are not eligible for program loans or sub-grants. The City, as part of the application vetting process, will check the System for Award Management (SAM.gov) for exclusion records for the entity. All entities receiving RLF funding will be required to be registered with SAM.gov prior to entering into a loan (or Sub-grant) agreement.

3.2.1 BORROWERS

Borrowers:

- ✓ Must have a viable CERCLA Liability Defense if they own or have ever owned the targeted property; usually involves having a Phase I completed 180 days prior to acquiring property
- ✓ Do not have to own the property, but do have to demonstrate site control
- ✓ Must be approved by the EPA

The applicant, if the site owner, must affirm and document that they:

- Acquired the property after January 11, 2002

- Conducted “all appropriate inquiry” (as defined by the EPA) before acquiring the property
- Has no affiliation with any party liable for the contamination
- Acquired the property after the time of contamination
- Have not caused, contributed to, permitted or exacerbated the release of contamination on the property
- Have complied with land use restrictions and not impeded institutional controls
- Have taken reasonable steps to manage releases
- Have provided full cooperation/assistance/access for regulatory inquiries and actions related to the contamination at the site; and
- Have provided all legally required notices with respect to the discovery or release of contamination at the site

If the applicant is a unit of local government, and cannot demonstrate the Bona Fide Prospective Purchaser liability defense, additional CERCLA exemption criteria may apply which could allow such borrowers to be deemed eligible to receive a loan, such as:

- Acquired the property from another unit of local government for purposes of advancing redevelopment
- Acquired via escheat, tax foreclosure, and/or eminent domain to serve the general public; and
- Acquired the property prior to January 11, 2002

Additionally, all loan applicants must meet all the following criteria:

- Applicant is authorized to incur debt and enter into legally binding agreements
- Applicant is in good financial standing and is current on all property taxes
- Applicant can demonstrate ability to repay the loan and complete the project successfully
- The borrower can demonstrate that it has secured financing necessary to complete the project
- Applicant has an economically viable remediation/redevelopment plan

3.2.2 SUBGRANTEES

Subgrantees:

- ✓ Must have ownership of the site and retain ownership of the site throughout the period of performance of the subgrant
- ✓ Must be approved by the EPA

Ineligible borrowers/subgrantees include:

- X Any entity that is currently suspended, debarred, or otherwise deemed ineligible
- X Any entity that has caused or contributed to the site's contamination

All subgrantee applicants must meet all the following criteria:

- Applicant is in good financial standing and is current on all property taxes
- Applicants can demonstrate that with the award of the RLF funding, the financing necessary to complete the cleanup has been secured
- Applicant has an economically viable remediation / redevelopment plan

3.3 USE OF FUNDS

3.3.1 ALLOWABLE PROJECT COSTS

Any work conducted by borrowers and subgrantees must comply with the requirements of CERCLA § 104(k), be in compliance with all applicable federal and state laws and regulations required under 2 CFR Par 200 and are protective of human health and the environment. Loans and subgrants are available only for the costs of projects which are eligible under the guidelines for the RLF Program, approved by the EPA, and which are consistent with the City of Springfield's Brownfield RLF Program goal of bringing brownfield sites back into productive use. Examples of allowable costs include, but are not limited to:

- ✓ Preparing and updating Analysis of Brownfield Cleanup Alternatives (ABCA)
- ✓ Developing a Quality Assurance Project Plan (QAPP)
- ✓ Preparation of Remedial Action Workplans
- ✓ Cleanup of brownfield sites as detailed in approved cleanup plans
- ✓ Construction of a site's engineered remediation cap which could include foundations/roadways
- ✓ Demolition of structures to the extent that the demolition is integral to enabling access to contamination needing remediation
- ✓ Remediation of asbestos containing materials, lead-based paint removal, and site preparation activities that are part of a site cleanup
- ✓ Remediation of hazardous substances and/or the mitigation of threatened release of hazardous materials such as:
 - provide fences, warning signs or other site control precautions
 - drainage controls
 - capping of contaminated soils
 - lead based paint / asbestos abatement
 - excavation / disposal of contaminated soils
 - purchase of environmental insurance

- installation of engineering and/or institutional controls to fulfill cleanup requirements
- ✓ Other cleanup associated activities deemed eligible by the EPA

3.3.2 NON-ALLOWABLE PROJECTS COSTS

RLF funds cannot be used for many activities including, but not limited to:

- X Pre-cleanup activities including Phase I and Phase II Environmental Site Assessments (exception is made for site monitoring activities that are reasonable and necessary during the cleanup process)
- X Construction, demolition, and site development activities that are not deemed approved cleanup activities
- X Addressing public or private drinking water supplies that have deteriorated through ordinary use
- X To pay a penalty or fine
- X Unallowable cost (e.g. lobbying)

4.0 TERMS AND CONDITIONS

4.1 LOAN AND GRANT AMOUNTS

Loan and subgrant amounts will be approved by the Brownfields Review Committee based on prudent lending and subgranting practices. The amount of each loan/subgrant will depend on factors including the amount of eligible project costs and availability of funds in the RLF Program. Loans have no maximum loan limit to ensure program flexibility. Subgrants cannot exceed \$200,000. Loan and Subgrant amounts shall not exceed the actual cost of the cleanup and directly related eligible project costs.

4.2 LOANS

4.2.1 INTEREST RATES

The RLF program is intended to be a flexible financing tool. The Brownfields Review Committee will have the discretion to negotiate the interest rate for all loans based on the ability of the project to support the debt service and the overall risk of the project.

4.2.2 LOAN Term

The Brownfields Review Committee will have the discretion to negotiate the loan term for all loans based on the needs of the project, cashflow and the amount being financed. The loan term will generally not exceed 10 years.

4.2.3 PREPAYMENT

There are no prepayment penalties associated with this program.

4.2.4 DEFERMENTS

Deferments may be available to borrowers on a case-by-case basis.

4.2.5 COLLATERAL

All loans will be secured with adequate collateral as determined by the Brownfields Review Committee. Loans made to for-profit developers will also be secured by personal guarantees from all owners with more than 20 percent ownership.

4.2.6 LOAN ASSUMPTION AND SUBORDINATION

Loans are generally not assumable except in special cases where the assumption would be in the best interest of the city and approved by the Brownfields Review Committee. Subordination of the RLF loan will be considered on a case-by-case basis and is subject to approval of the Brownfields Review Committee. Instances where an assumption and/or a subordination are approved, the borrower will be charged a fee of \$200 to cover the costs of processing.

4.2.7 LOAN ORIGINATION FEE

A two (2%) fee, based on the approved loan amount, for loan origination shall be imposed and collected when a property benefitting from Brownfields RLF funding is sold or disposed of prior to full completion of the public purpose of the project for which the loan was made.

4.3 SUBGRANTS

Subgrant awards will be determined on a case-by-case basis, depending on funding availability and application materials submitted. Subgrant award considerations will also include the extent to which the project:

- Will create/expand parkland, greenway, undeveloped property, recreational property, or other property used for non-profit purpose
- Will meet the needs of a community that has the inability to draw on other sources of funding for remediation and redevelopment
- Will facilitate the use of existing infrastructure; and
- Will promote the long-term availability of RLF funds for brownfield remediation

5.0 APPLICATION PROCEDURES

Applications will be accepted on a rolling basis at any time of the year until all funds are committed. Applicants are required to submit information and documentation needed to evaluate the project scope, borrower/ grant recipient eligibility, and site characteristics. Additional documentation may be required by the Brownfields Review Committee and/or the EPA to determine project eligibility.

Application materials include the Pre-Application form and the Application form. There are no fees required as part of the application or loan process.

Applications will be reviewed in the order they are received and based on readiness to proceed along with the criteria outlined in this Program Manual.

5.1 PRE-APPLICATION

Applicants will submit the Pre-Application prior to submission of the formal application. This initial step will assist staff in determining if the applicant, site and project are eligible for the RLF program.

The Pre-Application will be reviewed by staff to conduct an initial eligibility screening. Upon acceptance of a Pre-Application, staff will then discuss the project in more detail with the applicant and further vet the project for conformance with the objectives and guidelines of the program.

5.2 APPLICATION

Upon passing the initial Pre-Application vetting, applicants will be encouraged to prepare and submit a formal RLF Application along with the following items:

1. For loan applicants, three years of financial statements, Federal income tax returns, references and any other relevant market data.
2. For subgrant applicants, documentation of being a 501(C)(3) non-profit or other eligible entity as well as information detailing how the project will significantly benefit the community, particularly how it will meet any of the considerations set for in the Subgrant section above.
3. Phase I and Phase II Environmental Site Assessment reports and any supplemental investigation reports.
4. Documentation of site control. If the property has been or will be acquired, applicants must provide documentation of ownership to include how and when the property was/will be acquired.
5. Remedial Action Plan, if available.
6. Financial Plan – Pro-forma financial statements which demonstrate the economic viability of the project and, for loan applicants, identify sources of repayment for the loan.
7. Redevelopment site plans demonstrating location, size, and physical characteristics of site.
8. Conceptual renderings or building elevation drawings of the proposed redevelopment.
9. Redevelopment timeline.
10. Redevelopment narrative describing the overall project and addresses the following:
 - a. Developer experience and qualifications
 - b. Established project partners and leveraged funds secured
 - c. Compliance with established City Plans and zoning regulations
 - d. Mitigation of threats to human health or the environment
 - e. Impact on sensitive or disadvantaged populations
 - f. Estimated number and type of housing units to be created (if applicable)
 - g. Estimated number and types of jobs to be created and/or retained
 - h. Environmental sustainability (e.g., proposed use of green infrastructure, sustainable building materials, energy efficiency, LEED certifications).

6.0 SELECTION CRITERIA

The Brownfields Review Committee approves loan and subgrants projects for the program.

Preferred Applications Criteria include:

- Redevelopment plans that increase local and regional jobs and economic activity
- Site reuse increases tax revenue to support community economic revitalization

- Site reuse plans support new greenspace or other nonprofit purposes
- Applicant is providing leveraging commitments
- Project implements or is consistent with the City of Springfield's Comprehensive Plan Forward SGF and/or any other local planning initiative.

Additional criteria may be developed by the Brownfields Review Committee and may include considerations such as redevelopment potential, known development plans, existing infrastructure, job creation/economic development, and community benefit.

For loans, risk factors such as experience with similar loans and results of previous projects may be factors in evaluating the loan application.

7.0 APPROVAL

The Brownfields Review Committee will recommend:

- Loan and/or Subgrant amount
- Loan Term
- Loan Interest rate
- Loan repayment

8.0 BORROWER/SUBGRANTEE TERMS AND CONDITIONS

For every project funded by the RLF Program, the following shall be prepared by either the borrower, the subgrantee, consultant or city staff, as appropriate:

- All projects with federal funding must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). The City of Springfield staff and/or the QEP will monitor the cleanup activities for compliance with Davis Bacon requirements. This includes providing current and appropriate wage rates to contractors, posting notifications at the site, providing certified payrolls, and providing access to laborers for compliance interviews.
- Build America, Buy America Act (BABA) provisions apply to all loans and subgrants. All iron, steel, manufactured products and construction materials used in projects must be produced in the United States.
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all

components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

- Additional federal cross-cutting requirements include but are not limited to:
 - DBE requirements found at 40 CFR Part 33;
 - OSHA Worker Health & Safety Standard 29 CFR § 1910.120;
 - Uniform Relocation Act (40 USC § 61);
 - National Historic Preservation Act (16 USC § 470);
 - Endangered Species Act (P.L. 93-205);
 - Permits required by Section 404 of the Clean Water Act;
 - Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4;
 - Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333);
 - Anti-Kickback Act (40 USC § 3145); and
 - Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
 - For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutterrequirements>.
- Project loan and subgrant recipients will be required to enroll sites in the state voluntary cleanup program unless otherwise determined by brownfields staff and the EPA Project Officer.
- Fund subrecipients shall comply with all applicable local, State, and Federal laws and code.
- Analysis of Brownfield Cleanup Alternatives (ABCA) – Additional information regarding the ABCA is presented in the Community Involvement section below. ABCAs are subject to the EPA’s review and approval.
- Quality Assurance Project Plan (QAPP) – If any environmental sampling data is to be collected as part of the EPA funded cleanup activities, a QAPP is to be prepared. A QAPP provides comprehensive details regarding quality assurance, quality control and technical activities to be undertaken with data collection efforts to ensure the integrity of the data. QAPPs are subject to EPA review and approval prior to any data collection activities occurring at the project site.
- Community Involvement Plan - Additional information regarding the Community Involvement Plan is presented in the Community Involvement section below. Community Involvement Plans are subject to EPA review and approval.
- Signage will be placed in a visible location at the project site. The sign shall indicate that the project was funded wholly or in part by the EPA and City of Springfield’s

Brownfields Revolving Loan Fund program. The sign shall also include the appropriate contacts for obtaining information on all cleanup activities being conducted on the property. The required signage shall also comply with all applicable laws, including those pertaining to outdoor advertising. The sign shall contain the logos of the EPA and the Brownfields RLF. EPA logo specifications can be found at:

<https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>

- Administrative Record – Additional information regarding the Administrative Record is presented in the Community Involvement section below.
- Procurement requirements – All loans and subgrants are subject to competitive procurement requirements.

9.0 DISTRIBUTION OF FUNDS

Loan/Subgrant disbursement of funds is made when borrowers/subgrantees provide actual invoices and associated documentation of eligible expenses.

10.0 LOAN PAYMENTS

Loan payments will be made via ACH. All payments are due according to the schedule in the note and loan agreement. If ACH payments are rejected a \$20 fee will be charged and the payment may be subject to a late fee.

11.0 COLLECTION AND DEFAULT PROCEDURES

Once a loan is delinquent in one or more payments or otherwise in default of the terms and conditions of the loan agreement, the city will act as deemed necessary to collect any unpaid loan funds and enforce the loan agreement.

12.0 POST AWARD COMPLIANCE AND MONITORING

12.1 MONITORING CLEANUP ACTIVITIES

All RLF funded cleanups should be performed in accordance with the final cleanup plan and in a manner that is protective of human health and the environment. The City's Environmental Engineer, with the assistance of the Brownfields Team will conduct cleanup oversight of all projects. The QEP will monitor all cleanup funded activity and ensure cleanups meet state and federal laws and regulations.



EXPLANATION TO COUNCIL BILL 2024-259 (MCCLURE)

FILED: 11/13/2024

ORIGINATING DEPARTMENT: City Clerk

TITLE: A resolution declaring the results of the Special Municipal Election held on November 5, 2024, under the Home Rule Charter of the City of Springfield, Missouri, on the questions of whether to enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

PURPOSE: To declare the results of a Special Municipal Election held on November 5, 2024, under the Home Rule Charter of the City of Springfield, Missouri, on the questions of whether to enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

BACKGROUND INFORMATION: The City of Springfield held a Special Municipal Election on Tuesday, November 5, 2024.

Question1: Shall the City of Springfield, Missouri, enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

(Note: there will be no increase in the current sales tax level if the ¾-cent sales tax is approved.)

Yes – 41,768



No – 25,696

The certification of the election returns by the Verification Board is attached as “Exhibit A.”

Submitted By: Anita Cotter, City Clerk

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

Attachments:

1. Declaring the Results Res
2. City of Springfield - Signed

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 11-13-2024

Sponsored by: McClure

COUNCIL BILL 2024-259 RESOLUTION

RESOLUTION

1 DECLARING the results of the Special Municipal Election held on November 5,
2 2024, under the Home Rule Charter of the City of Springfield,
3 Missouri, on the questions of whether to enact a city sales tax at the
4 rate of three-quarters of one percent (3/4-cent), one-quarter for the
5 purpose of funding public safety initiatives, to include funding the
6 remaining obligation of the Springfield Police Officers' and
7 Firefighters' Pension and increasing police officer and firefighter pay,
8 with said one-quarter to not sunset, and two-quarters for the purpose
9 of funding projects consistent with the City's comprehensive plan, to
10 include capital improvements, community and neighborhood
11 initiatives, and park projects, with said two-quarters to sunset after a
12 period of ten years.

13 _____
14
15 WHEREAS, on November 5, 2024, a Special Municipal Election was held in the
16 City of Springfield, Missouri, under the Home Rule Charter of the City; and

17
18 WHEREAS, the official returns of said election have been certified to City Council
19 as required by the State Verification Board, and it is desired to declare the results of
20 said election.

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

24
25 Section 1 – The election heretofore referred to has been found to have been held
26 in all respects as required by the laws of the State of Missouri and the City of
27 Springfield, at designated voting places, that all qualified electors of the City of
28 Springfield and no others were permitted to vote, and that the results of the elections
29 are found and declared to be as follows:

30
31 Question 1
32

33 Shall the City of Springfield, Missouri, enact a city sales tax at the rate of three-quarters
34 of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives,
35 to include funding the remaining obligation of the Springfield Police Officers' and

36 Firefighters' Pension and increasing police officer and firefighter pay, with said one-
37 quarter to not sunset, and two-quarters for the purpose of funding projects consistent
38 with the City's comprehensive plan, to include capital improvements, community and
39 neighborhood initiatives, and park projects, with said two-quarters to sunset after a
40 period of ten years?

41
42 (Note: there will be no increase in the current sales tax level if the $\frac{3}{4}$ -cent sales tax is
43 approved.)

44
45 Yes – 41,768

46 No – 25,696

47
48 Section 2 – It is accordingly found and declared that the City of Springfield shall
49 be authorized to enact a city sales tax at the rate of three-quarters of one percent ($\frac{3}{4}$ -
50 cent), one-quarter for the purpose of funding public safety initiatives, to include funding
51 the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and
52 increasing police officer and firefighter pay, with said one-quarter to not sunset, and
53 two-quarters for the purpose of funding projects consistent with the City's
54 comprehensive plan, to include capital improvements, community and neighborhood
55 initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

56
57 Section 3 – This Resolution shall be in effect immediately upon adoption.

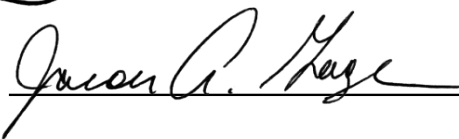
58
59 Passed at meeting: _____

60
61
62
63 _____
64 Mayor

65 Attest: _____, City Clerk

66
67
68 Filed as Resolution: _____

69
70
71 Approved as to form:  _____, City Attorney

72
73
74 Approved for Council action:  _____, City Manager

November 5, 2024 General Election

We, the undersigned representatives of opposite political parties, hereby certify that on the 5th day of November, 2024 we did tabulate all returns of the General Election held at the various voting locations within said county between the hours of 6:00 a.m. and 7:00 p.m., the following being a true and accurate account of the vote at said polling places, as well as the absentee ballots, and as certified by the verification board as provided in 115.507, RSMo.

City of Springfield

Question 1

Shall the City of Springfield, Missouri enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years?

(Note: there will be no increase in the current sales tax level if the ¾-cent sales tax is approved.)

Yes	41,768
No	25,696


Democratic Supervisory Judge


Republican Supervisory Judge

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

IN TESTIMONY WHEREOF, I, Shane Schoeller, County Clerk, hereunto set my hand and affix the Seal of the County of Greene, at my office in Springfield, Missouri, this 15th day of November, 2024.

SHANE SCHOELLER, COUNTY CLERK



EXPLANATION TO COUNCIL BILL 2024-246 (HOSMER)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or designee, to accept \$1,000,000 in grant funds from the United States Environmental Protection Agency for the Revolving Loan Fund Grant Supplemental Funding Program to provide loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund; amending the budget for the Department of Economic Vitality and Workforce Development for Fiscal Year 2024-2025 in the amount of \$1,000,000; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

PURPOSE: To adopt an ordinance authorizing the City Manager to accept \$1,000,000 in grant funds from the Environmental Protection Agency (EPA) for the Revolving Loan Fund Grant Supplemental Funding program to provide loans and subgrants for environmental cleanups in Springfield through the city's Brownfields Revolving Loan Fund ("RLF") and amending the budget ("Exhibit A") provided for the Economic Vitality Department for Fiscal Year 2024-25 in the amount of \$1,000,000.

BACKGROUND INFORMATION: Since 1999, the City of Springfield has received various grants, including Environmental Assessment grants, Cleanup grants, Revolving Loan Fund ("RLF") grants and Supplemental RLF grant funds through its EPA-funded Brownfields Program. Established in 2009, the city's Brownfields RLF program offers loans to eligible private entities and subgrants to non-profit organizations for the cleanup of contaminated properties. These funds serve as incentives for environmental cleanups that not only improve community health and the environment but also eliminate blighted properties and promote the redevelopment and reuse of land for community benefit. Applications for RLF funding or subgrants are reviewed by the Brownfields Review Committee to ensure compliance with the policies and procedures of the Brownfields Revolving Loan Fund. Loans and subgrants are available for eligible properties within the city limits of Springfield.

The Brownfields program supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety
- Fiscal Sustainability
- Quality Housing Options

REMARKS: Staff recommends approval.



Submitted By: Cheri Hagler, Community Development Loan Officer

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

Maurice S. Jones, Deputy City Manager 11/12/2024

Attachments:

1. Brownfields RLF Supplemental Grant Acceptance 2024
2. 038 BA

One-rdg. X
P. Hrngs.
Pgs.
Filed: 11-12-24

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2024-246

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept \$1,000,000 in grant funds
2 from the United States Environmental Protection Agency for the
3 Revolving Loan Fund Grant Supplemental Funding Program to
4 provide loans and subgrants for environmental cleanups in
5 Springfield through the City's Brownfields Revolving Loan Fund;
6 amending the budget for the Department of Economic Vitality and
7 Workforce Development for Fiscal Year 2024-2025 in the amount of
8 \$1,000,000; and declaring that this Ordinance qualifies for approval
9 in one reading pursuant to Section 2.16(25) of the City Charter.

10
11
12 WHEREAS, the City of Springfield has received over \$8.5 million in assessment,
13 cleanup, and revolving loan fund grants through the United State Environmental
14 Protection Agency ("EPA") Brownfields Program since 1999; and is eligible to receive
15 \$1,000,000 in additional grant funds for the City's Brownfields Revolving Loan Fund
16 ("RLF"); and

17
18 WHEREAS, this EPA grant will provide funding for the Brownfields RLF, that
19 offers loans to eligible private entities and subgrants to non-profit organizations to clean
20 up contaminated properties, with loans and subgrants made through this program used
21 as an incentive for environmental cleanups that improve community and the
22 environment, eliminate blighted properties, and facilitate the redevelopment and reuse
23 of property for the benefit of the community; and

24
25 WHEREAS, the Brownfields RLF Program supports the City Council Priorities of
26 Quality of Place, Economic Vitality, Public Safety, Fiscal Sustainability, and Quality
27 Housing Options.

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

31
32 Section 1 – The City Manager, or designee, is hereby authorized to accept
33 \$1,000,000 in grant funds from the United States Environmental Protection Agency for

the Revolving Loan Fund Grant Supplemental Funding Program to provide loans and subgrants for environmental cleanups in Springfield through the City's Brownfields Revolving Loan Fund.

Section 2 – The Fiscal Year 2024-2025 budget of the Department of Economic Vitality and Workforce Development is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 038, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

Section 4 – The City Manager, 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 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 Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
038

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21130	23	60210	416010	103542	00000	1,000,000	Brownfields RLF Grant
Net Revenue Adjustment						1,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21130	23	60210	504580	103542	00000	1,000,000	Brownfields RLF Grant
Net Expenditure Adjustment						1,000,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by adjusting Federal grant funds due to a new grant award from the Environmental Protection Agency.

Requested By:

 11-12-2024
Department Head Date

Approved By:

 11-12-2024
Director of Finance or Acting Director Date

Authorization:

Council Bill No. 2024-246
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-247 (HARDINGER)

FILED: 10/24/2024

ORIGINATING DEPARTMENT: Art Museum

TITLE: A special ordinance authorizing the City Manager, or designee, to accept funds from the Missouri Humanities Trust Fund, through the Missouri Arts Council, in the amount of \$10,000,000 to support the design and construction of the Springfield Art Museum's Renovation and Expansion Project; amending the Fiscal Year 2024-2025 budget in the amount of \$10,000,000 to appropriate the funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

PURPOSE: A special ordinance authorizing the City Manager, or designee, to accept funds from the Missouri Humanities Trust Fund, through the Missouri Arts Council, in the amount of \$10,000,000 to support the design and construction of the Springfield Art Museum's Renovation and Expansion Project; amending the Fiscal Year 2024-2025 budget in the amount of \$10,000,000 to appropriate the funds; and declaring this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Springfield Art Museum continues to work on its transformative renovation and expansion project for its building and grounds. Per House Bill 2012 Section 12.030, the State of Missouri has appropriated \$10,000,000 in the Fiscal Year 2025 budget for the purpose of funding expansion and renovations to the Springfield Art Museum. Funds will be transferred to the City of Springfield in quarterly payments from the Missouri Humanities Trust Fund through the Missouri Arts Council. These funds will be used to pay for design and construction costs associated with the Springfield Art Museum's Renovation and Expansion Project.

Submitted By: Nick Nelson, Director of Art Museum

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

Maurice S. Jones, Deputy City Manager 11/12/2024

Attachments:

1. Art Museum State Appropriation Budget Adjustment_ord
2. 032 FY25 Art Museum State of Missouri Budget Appropriation \$10M_Exh A

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 11-12-24

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2024-247

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept funds from the Missouri
2 Humanities Trust Fund, through the Missouri Arts Council, in the
3 amount of \$10,000,000 to support the design and construction of the
4 Springfield Art Museum's Renovation and Expansion Project;
5 amending the Fiscal Year 2024-2025 budget in the amount of
6 \$10,000,000 to appropriate the funds; 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 Springfield Art Museum continues to work on its transformative
12 renovation and expansion project for its building and grounds; and
13

14 WHEREAS, per House Bill 2012 Section 12.030, the State of Missouri has
15 appropriated \$10,000,000 in the Fiscal Year 2025 budget for the purpose of funding
16 expansion and renovations to the Springfield Art Museum. Funds will be transferred to
17 the City of Springfield in quarterly payments from the Missouri Humanities Trust Fund
18 through the Missouri Arts Council; and
19

20 WHEREAS, these funds will be used to pay for design and construction costs
21 associated with the Springfield Art Museum's Renovation and Expansion Project.
22

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

26 Section 1 – The City Manager, or designee, is hereby authorized to accept funds
27 in the amount of \$10,000,000 from the Missouri Humanities Trust Fund, through the
28 Missouri Arts Council, to support the design and construction of the Springfield Art
29 Museum's Renovation and Expansion Project and to execute contracts necessary to
30 carry out the intent of this funding on forms approved by the City Attorney.
31

32 Section 2 – The budget of the Springfield Art Museum for Fiscal Year 2024-2025
33 is hereby amended in the accounts and in the amounts shown on Budget Adjustment

No. 032, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29160	02	21010	414070	103254	00000	\$ 10,000,000	Art Museum - State of Missouri Budget Appropriations
Net Revenue Adjustment						\$ 10,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29160	02	21010	509110	103254	00000	\$ 10,000,000	Construction - Capital Improvement
Net Expenditure Adjustment						\$ 10,000,000	

Fund Balance Appropriation:

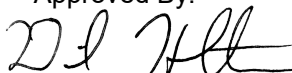
Fund	Title	Amount
		-

Explanation: To amend the FY2024-2025 budget for State of Missouri Budget Appropriation for the renovation construction costs of the Art Museum building.

Requested By:


Department Head 11-12-2024
Date

Approved By:


Director of Finance 11-12-2024
Date

City Manager Date

Authorization:

Council Bill No. 2024-247
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-248 (HORTON)

FILED: 10/31/2024

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 Hilton Avenue from Mt. Vernon Street to College Street in the amount of up to \$466,099.21; 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 \$466,099.21 to support stormwater infrastructure construction on Hilton Avenue from Mt. Vernon Street to College Street; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$466,099.21 to appropriate the federal grant funds; 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 project objective is to provide stormwater infrastructure along Hilton Avenue and safe passage for pedestrians and vehicles. The project will upgrade and install stormwater infrastructure featuring concrete curb and gutter, stormwater inlets, and stormwater pipes. There will also be roadway improvements and sidewalk and driveway replacements to enhance accessibility and safety.

The requested budget adjustment will budget \$466,099.21 of ARPA federal grant funds to provide funding for construction. Additional funding for this project of \$123,899.79 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



REMARKS: 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). Public Works 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 11/12/2024

Attachments:

1. Hilton ARPA Stormwater Agreement_Ord
2. Hilton ARPA Stormwater Agreement_ExhA
3. Hilton ARPA Stormwater Agreement BA_ExhB

One-rdg. X
P. Hrngs.
Pgs. 8
Filed: 11-12-24

Sponsored by: Horton

First Reading:

Second Reading:

COUNCIL BILL 2024-248

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an agreement with the
2 Missouri Department of Natural Resources for the purpose of
3 accepting American Rescue Plan Act grant funds to support
4 construction of stormwater infrastructure on Hilton Avenue from Mt.
5 Vernon Street to College Street in the amount of up to \$466,099.21;
6 amending the Fiscal Year 2024-2025 budget; 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, City Council authorized the City Manager in Resolution 10636,
12 adopted on June 13, 2022, to apply with the Missouri Department of Natural Resources
13 ("MDNR") for American Rescue Plan Act ("ARPA") Water Infrastructure Community
14 Grant Program funds to be used on stormwater and wastewater infrastructure projects;
15 and
16

17 WHEREAS, MDNR has awarded the City up to \$466,099.21 in ARPA funds for
18 stormwater improvements depicted on Hilton Avenue from Mt. Vernon Street to College
19 Street; and
20

21 WHEREAS, matching funds for construction will be provided through the City's
22 1/4-cent Capital Improvements Sales Tax and 1/8-cent Transportation Sales Tax funds
23 and are already budgeted.
24

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

28 Section 1 – The City Manager, or designee, is hereby authorized to enter into an
29 agreement with the Missouri Department of Natural Resources for the purpose of
30 accepting American Rescue Plan Act grant funds to support construction of stormwater
31 infrastructure on Hilton Avenue from Mt. Vernon Street to College Street in an amount
32 of up to \$466,099.21, provided such agreement substantially conforms to the
33 agreement attached hereto and incorporated herein as "Exhibit A."

34
35 Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is
36 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
37 No. 033, a copy of which is attached hereto and incorporated herein by reference as
38 “Exhibit B.”

39
40 Section 3 – City Council hereby finds that the budget adjustment made above
41 has been recommended by the City Manager.

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

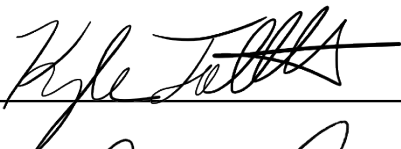
45
46 Section 5 – City Council hereby finds and declares that this Ordinance may be
47 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
48 a contract for the acceptance of grant funds from a state or federal agency. This
49 Ordinance shall be in full force and effect from and after passage.

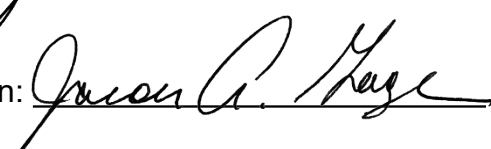
50
51 Passed at meeting: _____

52
53 _____
54 Mayor

55
56 Attest: _____, City Clerk

57
58 Filed as Ordinance: _____

59
60 Approved as to form:  _____, Assistant City Attorney

61
62 Approved for Council action:  _____, City Manager
63
64



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 417-864-1917	
ADDRESS 840 N Boonville Ave		CITY Springfield	STATE MO
ZIP CODE 65802			
UNIQUE ENTITY ID 126562	AWARD NUMBER DNR-SW-16AC7E180093	BUDGET PERIOD	PROJECT PERIOD
RECIPIENT PROJECT MANAGER NAME King Coltrin		RECIPIENT PROJECT EMAIL ADDRESS King.Coltrin@Springfieldmo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 417-864-1917

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

Storm water improvements on Hilton Avenue from Mt Vernon Street to College Street.

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:	\$ 466,099.21	79.00 %	\$	%	\$ 466,099.21	%
State/Other Award:	\$	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 123,899.79	21.00 %	\$	%	\$ 123,899.79	%
Total Award:	\$ 589,999.00	100.00 %	\$ 0	0.00 %	\$ 589,999.00	0.00 %

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 *See Federal Award Information Section		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 INFORMATION

AMENDMENT 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

*Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) and implementing regulations and guidance.

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 07/28/21	TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80	INDIRECT COST RATE FOR MoDNR 0.00 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐			
*This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐			
*This question is optional.			

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 (04/23)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	416010	103355	00000	\$466,099.21	American Rescue Plan Act (ARPA) Federal Grant Revenues through Missouri Department of Natural Resources
Net Revenue Adjustment						\$466,099.21	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22540	20	73020	509110	103355	00000	\$466,099.21	Hilton Avenue from Mt. Vernon Street to College Street Stormwater Infrastructure Improvements
Net Expenditure Adjustment						\$466,099.21	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating \$466,099.21 of federal ARPA grant funds for the Hilton Avenue from Mt. Vernon Street to College Street improvement project.

Requested By:

Dan Smith 11-12-2024
Department Head Date

Approved By:

DL Hill 11-12-2024
Director of Finance Date

City Manager

Date

Authorization:

Council Bill No. 2024-248
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-249 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for American Rescue Plan Act (“ARPA”) sidewalk, road, and stormwater improvements for Hilton Avenue from Mt. Vernon Street to College Street; accepting the bid of Radmacher Brothers Excavating Co., Inc. for construction of the project in the amount of \$589,999.00; authorizing the City Manager, or designee, to enter into a contract 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 American Rescue Plan Act (“ARPA”) sidewalk, road and stormwater improvements for Hilton Avenue – Mt. Vernon Street to College Street, accepting the bid of Radmacher Brothers Excavating Co., Inc. for construction of the ARPA sidewalk, road and stormwater improvements for Hilton Avenue – Mt. Vernon Street to College Street (“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 stormwater and roadway infrastructure improvements along Hilton Avenue. The project will upgrade and install stormwater infrastructure featuring concrete curb and gutter, stormwater inlets and stormwater pipes. Additionally, there will be roadway improvements, sidewalk and driveway replacements to enhance accessibility and safety.

Bids were solicited for this project by advertising in the *Daily Events* from September 27, 2024, through October 1, 2024. Bids were opened for the project at 10:30 a.m. on October 29, 2024, with the following bids received:

Contractor	Total Bid
Radmacher Brothers Excavating Co., Inc.	\$589,999.00
Hartman and Company, Inc.	\$608,009.35
Hamilton & Dad, Inc.	\$613,958.30
J D Wallace Contracting, LLC	\$723,148.50
<i>Engineer’s Estimate</i>	<i>\$810,556.00</i>

The low bid, if accepted, will be funded via multiple sources. Project funding includes \$466,099.21 in federal ARPA funds through the Missouri Department of Natural Resources (79%) being budgeted by a separate Council bill and \$123,899.79 (21%) from 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax funds that are already budgeted.



Supports the following City Council Priorities:

- Public Safety
- Fiscal sustainability
- Quality of Place

REMARKS: As this Ordinance authorizes the acceptance of a bid and entering into a contract with the successful bidder, Public Works requests that it be passed as a one-reading bill under City Charter Section 2.16(25). Public Works 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 11/12/2024

Attachments:

1. Hilton ARPA Stormwater Bid Award_ord
2. Hilton ARPA Stormwater Bid Award Map_ExhA
3. Hilton ARPA Stormwater Bid Award Agree_ExhB

One-rdg. X
P. Hrngs.
Pgs. 12
Filed: 11-12-24

Sponsored by: Horton

First Reading:

Second Reading:

COUNCIL BILL 2024-249

SPECIAL ORDINANCE

AN ORDINANCE

1 APPROVING the plans and specifications for American Rescue Plan Act (“ARPA”)
2 sidewalk, road, and stormwater improvements for Hilton Avenue from
3 Mt. Vernon Street to College Street; accepting the bid of Radmacher
4 Brothers Excavating Co., Inc. for construction of the project in the
5 amount of \$589,999.00; authorizing the City Manager, or designee, to
6 enter into a contract 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, road, and stormwater
12 improvements on Hilton Avenue from Mt. Vernon Street to College Street, referred to
13 herein as the “Project” and as depicted on “Exhibit A,” which is attached hereto and
14 incorporated herein by this reference; and
15

16 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
17 *Events* from September 27, 2024, to October 1, 2024, and bids were opened on
18 October 29, 2024; and
19

20 WHEREAS, Radmacher Brothers Excavating Co., Inc. is the lowest responsive
21 and responsible bidder for the Project; and
22

23 WHEREAS, the project will be funded with up to \$466,099.21 in ARPA funds
24 through the Missouri Department of Natural Resources, to be budgeted by a separate
25 council bill, and the remaining \$123,899.79 funded by the 1/4-cent Capital Improvement
26 Sales Tax and the 1/8-cent Transportation Sales Tax which are already budgeted.
27

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

31 Section 1 – City Council hereby approves the plans and specifications for the
32 sidewalk, road, and stormwater improvements for Hilton Avenue from Mt. Vernon Street
33 to College Street, and accepts the bid of Radmacher Brothers Excavating Co., Inc. for

34 said Project, at the price and sum not to exceed \$589,999.00, contingent to the
35 availability of appropriated funds.

36
37 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
38 a contract with said bidder in substantial conformity with the agreement attached hereto
39 and incorporated herein as “Exhibit B,” which includes the terms of the bid, the plans,
40 and the specifications.

41
42 Section 3 – This Ordinance qualifies as a one-reading bill, pursuant to City
43 Charter Section 2.16(25) as it relates to approving the acceptance of a bid and entry
44 into a contract with the successful bidder and shall be in full force and effect from and
45 after passage.

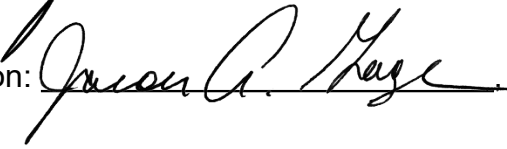
46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57 Approved as to form:  _____, Assistant City Attorney

58
59
60 Approved for Council action:  _____, City Manager
61

Hilton Avenue ARPA Project

Exhibit A

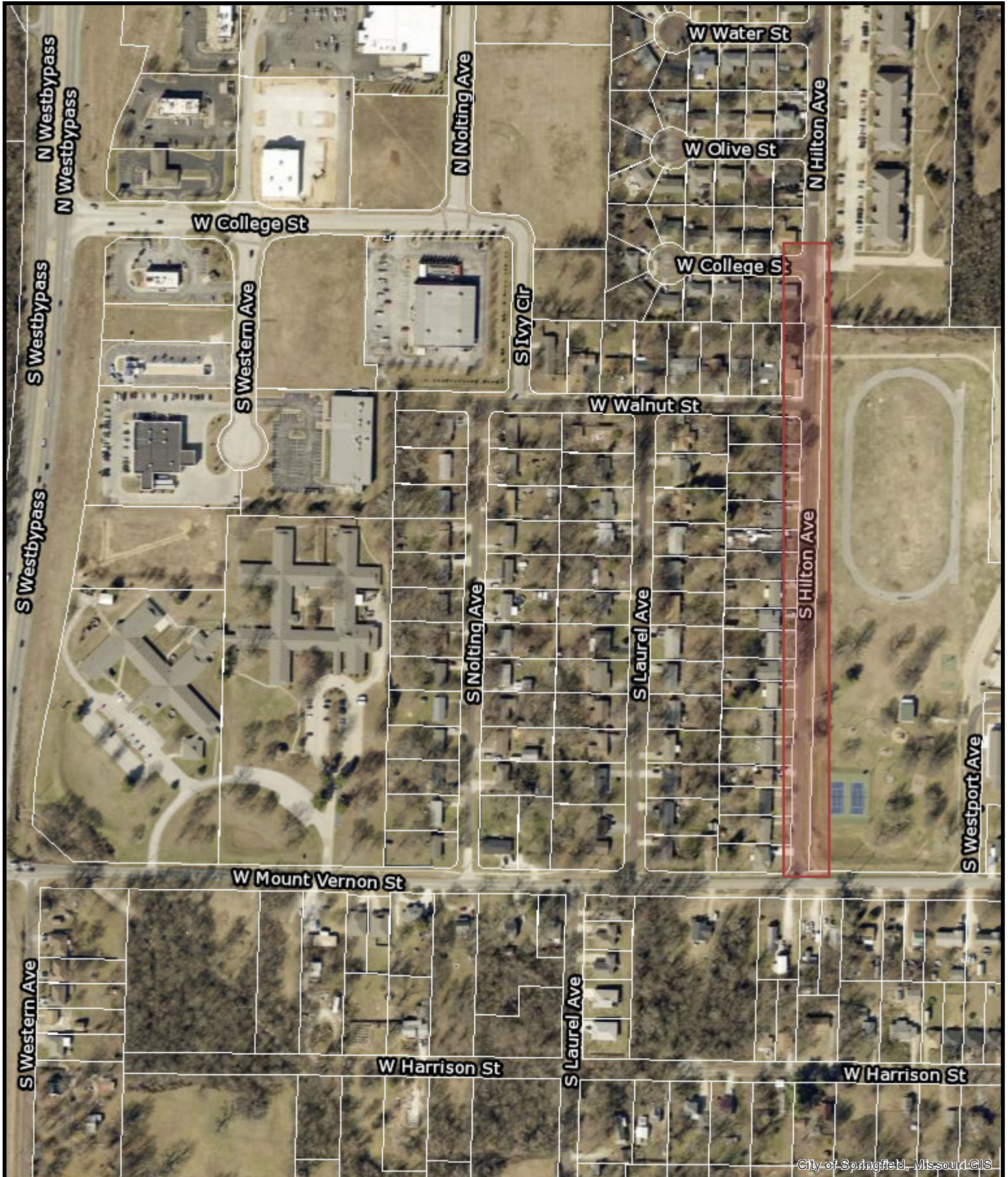


Exhibit B

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, ROAD AND STORM WATER IMPROVEMENTS - Hilton Avenue- Mt Vernon Street to College Street

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 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 \$589,999.00 (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 **Five Hundred Eighty Nine Thousand Nine Hundred and Ninety Nine Dollars and Zero Cents (\$589,999.00)** 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: Radmacher Brothers Excavating CO, Inc. _____

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 2024-250 (JENSON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for the Replacement of the Walnut Street Bridge over Jordan Creek project; accepting the bid of Hartman and Company, Inc., in the amount of \$3,234,217.60 for said project; authorizing the City Manager, or designee, to enter into a contract with such bidder; amending the Fiscal Year 2024-2025 budget of the Department of Public Works to appropriate additional federal funds; and declaring this Ordinance qualifies for approval in one reading pursuant to Charter Section 2.16(25).

PURPOSE: Approving the plans and specifications for Replacement of the Walnut Street Bridge over Jordan Creek, accepting the bid of Hartman and Company, Inc., for construction of the Walnut Street Bridge over Jordan Creek ("Exhibit A"), authorizing the City Manager, or his designee, to enter into a contract with such bidder ("Exhibit B"), amending the Fiscal Year 2024-25 budget of the Department of Public Works in the amount of \$650,000 to appropriate additional federal funds, and declaring that this bid qualifies for approval in one reading.

BACKGROUND INFORMATION: This project consists of removal and replacement of the Walnut Street Bridge over Jordan Creek. The bridge replacement will include accommodation for a future trail to pass under the roadway.

Bids were solicited for this project by advertising in the *Daily Events* from October 5, 2024, through October 10, 2024. Bids were opened for the project at 11:00 a.m. on October 29, 2024, with the following bid received:

Contractor	Base Bid
Hartman and Company, Inc.	\$3,234,217.60
<i>Engineer's Estimate</i>	<i>\$3,769,849.50</i>

If accepted, the bid will be funded from multiple sources. The project includes \$550,640.80 of gas and water improvements that will be reimbursed by City Utilities. The remaining \$2,683,576.80 will be funded 80% (\$2,146,861.44) from the Off-System Bridge Program ("BRO") and 20% (\$536,715.36) from the 1/4-cent Capital Improvement Sales Tax.

The requested budget adjustment of \$650,000 will add BRO funds under the previously approved and existing Off-System Bridge Program Agreement for construction and contingency if needed. The original Off-System Bridge Program Agreement allows for an increase in BRO federal funding without a supplemental agreement. The 1/4-cent



Capital Improvement Sales Tax is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability
- Quality of Place
- Economic Vitality

REMARKS: 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). Public Works recommends acceptance of the bid of Hartman and Company, 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 11/12/2024

Attachments:

1. Walnut Street Bridge Bid Award_ord
2. Walnut Street Bridge Bid Award Map_ExhA
3. Walnut Street Bridge Bid Award Agree_ExhB
4. Walnut Street Bridge Bid Award BA_ExhC

34
35 Section 1 – City Council hereby approves the plans and specifications for the
36 Replacement of the Walnut Street Bridge over Jordan Creek project, and accepts the
37 bid of Hartman and Company, Inc., for said Project, at the not to exceed price and sum
38 of \$3,234,217.60.
39

40 Section 2 – The City Manager, or designee, is hereby authorized to enter into a
41 contract with said bidder for such work, said contract to be in substantially similar form
42 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
43 B,” and in accordance with the terms of the bid, the plans, and the specifications.
44

45 Section 3 –The budget of the City of Springfield for Fiscal Year 2024-2025 is
46 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
47 No. 035, a copy of which is attached hereto and incorporated herein by reference as
48 “Exhibit C.”
49

50 Section 4 – City Council hereby finds that the budget adjustment made above
51 has been recommended by the City Manager.
52

53 Section 5 – The City Manager, or designee, is directed to cause the appropriate
54 accounting entries to be made in the books and records of the City.
55

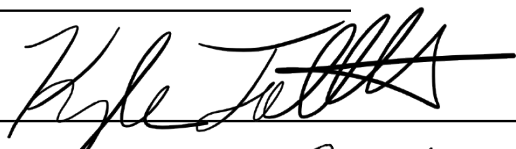
56 Section 6 – This Ordinance qualifies as a one-reading bill, pursuant to City
57 Charter Section 2.16(25) as it relates to approving the acceptance of a bid and entry
58 into a contract with the successful bidder and shall be in full force and effect from and
59 after passage.
60

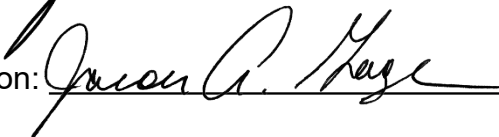
61 Passed at meeting: _____
62

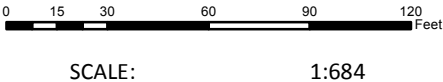
63 _____
64 Mayor
65

66 Attest: _____, City Clerk
67

68 Filed as Ordinance: _____
69

70
71 Approved as to form:  _____, Assistant City Attorney
72

73
74 Approved for Council action:  _____, City Manager



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.

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: 417-864-1988 ATTN: JULIE HAWKINS, PE		NAME: HARTMAN & COMPANY, INC. ADDRESS: 1200 E WOODHURST DRIVE J-200 SPRINGFIELD, MO. 65804 PHONE: (417) 882-2062 ATTN: MARY BETH HARTMAN	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

WALNUT ST. BRIDGE OVER JORDAN CREEK REPLACEMENT BRO-R116001
PLAN NUMBER 2018PW0073

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 270 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract, or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever wage is applicable. Contractor shall pay wages not less than once a week. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. 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 this Contract. 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 under this Contract.

Exhibit B

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Contractor. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: Public Works, Missouri Highways and Transportation Commission, and the Missouri Department of Transportation and its employees P.O. Box 8368, Springfield, MO 65801-8368 and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

Such policies shall name the City of Springfield, Missouri Highways and Transportation Commission, and the Missouri Department of Transportation and its employees an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See <https://insurance.mo.gov/industry/sovimmunity.php>)

As of January 1, 2024, 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 Three Hundred Seventy Thousand One Hundred Thirty-Seven and no/100 Dollars (\$3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars (\$505,520.00) with respect to injuries and/or death of any one person in a single 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 attorney 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 Three Hundred Seventy Thousand One Hundred Thirty-Seven and no/100 Dollars (\$3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars (\$505,520.00) with respect to injuries and/or death of any one person in a single occurrence.

d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, 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.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield; and
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

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

Exhibit B

subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities 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 **\$3,234,217.60 (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 **\$1,800.00** per day (Road User Costs) and \$1,500 per day (Contract Administration) 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

Exhibit B

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

Exhibit B

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 Work's 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 **three million two hundred and thirty four thousand two hundred and seventeen Dollars and sixty Cents (\$3,234,217.60)** 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, 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. Required Federal Contract Provisions
- g. Proposal
- h. Statement of Bidder's Qualifications
- i. Acknowledgment
- j. Performance Bond and Payment and Material Bond
- k. Instructions to Bidders
- l. Anti-collusion Affidavit
- m. Notice to Proceed
- n. Notice to Contractors

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

Exhibit B

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).

Exhibit B

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.

(Remaining Page Left Intentionally Blank)

Exhibit B

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 Director

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: _____

Name & Title: _____

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

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
035

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	102597	00000	\$650,000	Additional Federal Grant Revenue to Replace the Walnut Street Bridge Over Jordan Creek based on the previously approved Off-System Bridge Program Agreement with the Missouri Highways & Transportation Commission (MHTC)
Net Revenue Adjustment						\$650,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	102597	00000	\$650,000	Replace Walnut Street Bridge Over Jordan Creek
Net Expenditure Adjustment						\$650,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating \$650,000 of additional federal BRO Bridge grant funds for partial funding of construction costs for the replacement of the Walnut Street Bridge Over Jordan Creek based on the previously approved Off-System Bridge Program Agreement with the Missouri Highways & Transportation Commission (MHTC).

Requested By:

Dan Smith 11-12-2024
Department Head Date

Approved By:

DJ Hill 11-12-2024
Director of Finance Date

Authorization:

Council Bill No. 2024-250
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-251 (CARROLL)

FILED: 11/01/2024

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or designee, to accept funds from the State of Missouri, through the Missouri Department of Social Services, in the amount of \$970,000 for use by the Springfield-Greene County Health Department's Family Connects program; amending the Fiscal Year 2024-2025 budget in the amount of \$970,000 to appropriate the funds; and declaring 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 accept funds from the Missouri State General Revenue, through the Missouri Department of Social Services, in the amount of \$970,000 for use by the Springfield-Greene County Health Department's Family Connects program; amending the Fiscal Year 2024-2025 budget in the amount of \$970,000 to appropriate the 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 funds from the Missouri Department of Social Services ("DSS") as a one-time pass-through from the Missouri State General Revenue. This funding will be used to support the implementation and operation of SGCHD's Family Connects Program that offers free newborn and postpartum health assessments for all families with newborns in Greene County, Missouri.

This budget adjustment accepts the increase in funds and budgets the amount of \$970,000 in expenditures in the SGCHD Fiscal Year 2024-2025.

This Ordinance authorizes the acceptance of funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25).

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the state funding.

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 11/7/2024

Attachments: 1. MDSS Family Connects Funding_Ord

2. 037 A BA

33 Section 4 – The City Manager, or designee, is directed to cause the appropriate
34 accounting entries to be made in the books and records of the City. In the event
35 additional funding is provided, the Director of Finance is hereby authorized to adjust this
36 appropriation by an amount not to exceed 20 percent.
37

38 Section 5 – City Council hereby finds and declares that this Ordinance may be
39 passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to
40 a contract for the acceptance of funds from a state or federal agency. Therefore, this
41 Ordinance shall be in full force and effect from and after passage.
42

43
44 Passed at meeting: _____
45

46 _____
47 Mayor
48

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

53
54 Approved as to form: Mary B. Bozant, Assistant City Attorney
55

56
57 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27300	11	53590	416020	103246		\$ 970,000	Missouri State Funding for Family Connects Program
Net Revenue Adjustment						\$ 970,000	

Expenditures:

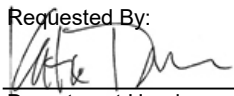
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27300	11	53590	500110	103246		\$ 485,000	Salary
27300	11	53590	501260	103246		377,000	Supplies & Servies
27300	11	53590	508120	103246		108,000	Vehicles
Net Expenditure Adjustment						\$ 970,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY25 budget by appropriating \$970,000 from the State of Missouri for the Family Connects Program.

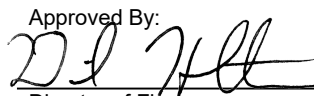
Requested By:



Department Head

11-12-2024
Date

Approved By:



Director of Finance

11-12-2024
Date

Authorization:

Council Bill No. 2024-251
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-252 (CARROLL)

FILED: 11/01/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance accepting the bid of JD Wallace Contracting, LLC, in the amount of \$1,133,944.50 for the construction of sanitary sewers in Sanitary Sewer District No. 217 of Section No. 15, located in the vicinity of Bagnell Street and Biloxi Avenue, as indicated on "Exhibit A;" authorizing the City Manager, or designee, to enter into a contract and to approve the bond for said improvement; authorizing progress payments to be made to the contractor; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 10.15 of the City Charter.

PURPOSE: Accepting the bid of JD Wallace Contracting, LLC, in the amount of \$1,133,944.50 for the construction of sanitary sewers in Sanitary Sewer District No. 217 of Section No. 15, located in the vicinity of Bagnell Street and Biloxi Avenue ("Exhibit A"); authorizing the City Manager, or his designee, to enter into a contract and to approve the bond for said improvement; and authorizing progress payments to be made to the contractor.

BACKGROUND INFORMATION: 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 sewer improvement bonds that are already budgeted. It will make sewer available to 26 tracts which will result in the subsequent elimination of 19 septic systems from within the City limits of Springfield.

Special Ordinance 27214, passed by City Council on July 29, 2019, established and defined the boundaries for Sanitary Sewer District No. 217 of Section No. 15 as shown on "Exhibit A."

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

Wastewater from this district would flow to the Southwest Treatment Plant.

The project was advertised for bid in the *Daily Events* on September 3, 2024, through September 7, 2024.

Bids were opened in the Busch Building on September 30, 2024, at 10:00 a.m. The following bids were received:

Contractor	Bid Amount
------------	------------



Rosetta Construction, LLC	\$2,083,563.90
JD Wallace Contracting	\$1,133,944.50
K&B Equipment, LLC	\$1,369,003.18
Hamilton and Dad, Inc.	\$1,604,080.60
Engineer's Estimate	\$1,842,334.15

The lowest responsible and responsive bidder for Sanitary Sewer District No. 217 of Section No. 15 is JD Wallace Contracting, LLC.

Tax bills will be issued for the actual costs to construct the sanitary sewers for Sanitary Sewer District No. 217 of Section No. 15 upon completion of the project. Based upon the bid received, the estimated cost for property owners is \$0.5384 per square foot of property owned.

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. The current cap is at \$8,300 for single-family residential property owners. A low-interest loan to help with costs for hookup to the sewer is available through the Division of Clean Water 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.

Letters have been mailed to property owners and residents (if applicable) in the district with information regarding the proposed sewer construction, related costs, and available assistance programs. Also included in the letter is a notice regarding the rights of affected property owners to protest the project or its proposed method of payment through special tax bills.

Resolution 10786, passed by City Council on October 21, 2024, declared it necessary to construct sanitary sewers in Sanitary Sewer District No. 217 of Section No. 15.

All required information pursuant to Section 98-286 of the City Code was published in *The Daily Events* on October 22, 2024, through October 26, 2024. Concurrent to the publication in *The Daily Events*, Ordinance No. 10786 was posted in three locations within the district. Within the ten days after the publication, a valid remonstrance has not been filed.

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. There will be a separate council bill submitted once the project is completed to levy and assess the special tax against the properties defined within the sewer district.



REMARKS: Environmental Services recommends passage of this Council Bill.

Submitted By: ron per

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

Maurice S. Jones, Deputy City Manager 11/12/2024

Attachments:

1. SS Bagnell and Biloxi_ord (2)
2. SS Bagnell and Biloxi_ExhA

One-rdg. X
P. Hrngs.
Pgs. 7
Filed: 11-12-24

Sponsored by: Carroll

First Reading:

Second Reading:

COUNCIL BILL 2024-252

SPECIAL ORDINANCE

AN ORDINANCE

1 ACCEPTING the bid of JD Wallace Contracting, LLC., in the amount of \$1,133,944.50
2 for the construction of sanitary sewers in Sanitary Sewer District No. 217
3 of Section No. 15, located in the vicinity of Bagnell Street and Biloxi
4 Avenue, as indicated on "Exhibit A;" authorizing the City Manager, or
5 designee, to enter into a contract and to approve the bond for said
6 improvement; authorizing progress payments to be made to the
7 contractor; and declaring this Ordinance qualifies for approval in one
8 reading pursuant to Section 10.15 of the City Charter.
9 _____

10
11 WHEREAS, JD Wallace Contracting, LLC, is the lowest responsible and
12 responsive bidder for the construction of district sanitary sewers in Sanitary Sewer
13 District No. 217 of Section No. 15.
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – The City Council hereby accepts the bid of JD Wallace Contracting,
19 LLC, and awards the contract to said bidder for the cost of labor, materials, engineering,
20 abstracting, publications, right(s)-of-way, and all work necessary for the construction of
21 sanitary sewers in Sanitary Sewer District No. 217 of Section No. 15, said bidder
22 submitting the lowest responsible and responsive bid in the amount of \$1,133,944.50.
23 The City Manager, or designee, is hereby authorized to enter into a contract with said
24 bidder for such work and to approve a bond from the contractor for labor, materials, and
25 performance in accordance with the terms of the bid, the plans, and the specifications
26 prepared by the Director of Environmental Services and ordinances and resolutions of
27 the City governing the construction. The Engineer's estimate on file in the office of the
28 City Clerk is incorporated herein by reference.
29

30 Section 2 – The City Council hereby declares it necessary to construct sanitary
31 sewers in Sanitary Sewer District No. 217 of Section No. 15 in the City.
32

33 Section 3 – The City Council has issued special assessment general obligation
34 bonds pursuant to Article 6, Section 26(d) of the Missouri Constitution to pay for all or
35 part of a construction cost, including interest incurred by the City in financing the project.
36 Special assessments issued by the City pursuant to this Ordinance and other
37 ordinances of the City shall be used to pay for such bonds.
38

39 Section 4 – Except for any amount the City may be authorized to contribute to
40 the improvement, which is subject to the actual quantities of work units involved, the
41 following costs are to be specially assessed against each property in the benefited
42 district by special tax assessment and special tax bills issued to the City for collection:
43 the cost of all necessary materials and labor to construct the sanitary sewers; the cost
44 of publications pertaining to said construction; the cost of necessary abstracts; the cost
45 of engineering for Plan Review of the improvements, which shall not exceed 15 percent
46 of the contract bid price or the estimated price, whichever is the lesser; the cost of
47 right(s)-of-way necessarily acquired by the City for the construction of said
48 improvement; and a connection fee in the amount required by Section 120-246 of the
49 City Code. The special assessment shall be levied against each property in the City
50 and in said sewer district in proportion to the square footage of said property.
51

52 Section 5 – The special tax bills shall be payable in 15 equal annual installments
53 becoming due together with interest at the rate set forth herein below on each
54 anniversary date after the issuance thereof, for a period of 15 years after the date of
55 issuance of the tax bills; provided, however, that the person paying such tax bills shall
56 have the right to pay the same in part or in full within 30 days after issuance thereof with
57 no interest, and shall have the further right to pay any combination of annual principal
58 payments or the unpaid balance of said tax bills with interest thereon up to the date of
59 payment, within 30 days after the end of any yearly period when any installment is
60 payable. In addition to the above, tax bills may be paid in full at any time during the
61 year with interest thereon up to the date of payment.
62

63 Section 6 – Special tax bills in the district are eligible for the City Sewer Financial
64 Assistance Program under Chapter 98, Article VI, Section 98-286(4)b of the City Code.
65

66 Section 7 – The City Council hereby finds and declares that a majority of the
67 resident owners of the property liable to taxation therefor, who also own a majority of
68 the front feet owned by residents of the City abutting on the improvements or part
69 thereof proposed to be made, have not filed with the City Clerk a valid protest against
70 such improvement.
71

72 Section 8 – Every special assessment shall be a lien against the property therein
73 described from the date of issuance, which lien shall continue until paid in full or in the
74 event suit is brought on any such assessment within the time herein limited, the lien
75 shall continue until the termination of the legal proceedings to collect the same,
76 including any sale of the property charged.
77

78 Section 9 – The provisions of Sections 98-215, 98-216, 98-217, 98-218, 98-219,
79 98-220, 98-221, 98-286, 98-291, and 98-292 of the City Code shall apply to special tax
80 bills issued pursuant to this resolution, except where such sections are inconsistent with
81 this Ordinance or the ordinances authorizing this project.

82
83 Section 10 – If any special assessment of any lot, tract, or parcel of ground is
84 found invalid by any court of competent jurisdiction, the City Council may reassess the
85 benefit and the cost against such lots, tracts and parcels of ground in the sewer district
86 which are benefited by the improvements constructed therein or said special
87 assessment may be made against the City at large.

88
89 Section 11 – Progress payments shall be made to the contractor.

90
91 Section 12 – The City Council hereby sets the interest rate on the sewer tax bills
92 to be issued by the City for Sanitary Sewer District No. 217 of Section No. 15 to be the
93 same percentage rate of annual interest that is payable by the United States of America
94 on ten-year treasury notes at the most recent auction before the date of the issuance of
95 sewer tax bills, as is set forth in Section 88.812 of the Revised Statutes of Missouri.

96
97 Section 13 – The City Manager, or designee, is directed to cause the appropriate
98 accounting entries to be made in the books and records of the City.

99
100 Section 14 – This Ordinance is for a public improvement, where a special tax bill
101 is issued, and thus qualifies as a one-reading bill under City Charter Section 10.15.
102 Therefore, this Ordinance shall be in full force and effect from and after passage.

103
104 Passed at meeting: _____

105
106 _____
107 Mayor

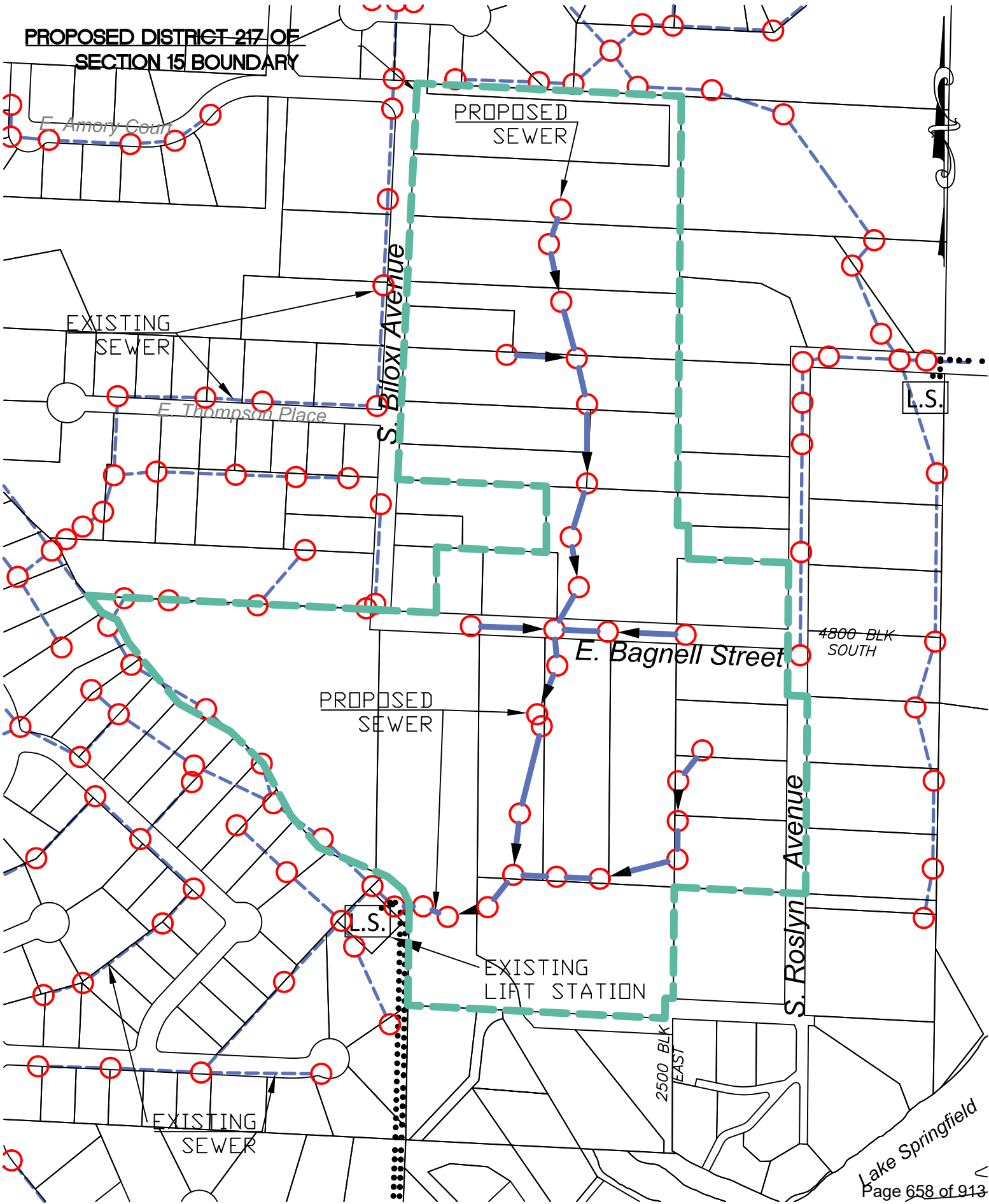
108
109 Attest: _____, City Clerk

110
111 Filed as Ordinance: _____

112
113 Approved as to form: John Millington, Assistant City Attorney

114
115
116 Approved for Council action: Jason A. Page City Manager
117

SANITARY SEWERS DISTRICT 217 OF SECTION 15





EXPLANATION TO COUNCIL BILL 2024-253 (LEE)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance amending the issuance of a Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, of the City of Springfield, Missouri, in the maximum principal amount of \$6,501,000; amending the Fiscal Year 2024-2025 budget of the City in the amount of \$10,001,000; prescribing the form and details of the Bond; authorizing certain other actions and documents in connection therewith; and declaring an emergency.

PURPOSE: Authorizing the issuance of not to exceed \$6,501,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2024 of the City of Springfield, Missouri, for construction of the Renew Jordan Creek Project - Main to Boonville Project; amending the Fiscal Year 2024-25 budget of the City in the amount of \$10,001,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and prescribing other related matters; and declaring an emergency.

BACKGROUND INFORMATION: Council Bill 2023-033, approved on February 6, 2023, authorized the City Manager, or his designee, to apply for a State Revolving Fund (“SRF”) Loan of up to \$13,000,000 from the Missouri Department of Natural Resources (“MDNR”) for the purpose of funding construction of the Renew Jordan Creek - Main to Boonville Project.

The SRF loan program is administered by MDNR and provides low-interest loans to municipalities for green infrastructure stormwater projects. It is a competitive selection process based on evaluation of applications.

The City has been notified that they have been awarded an SRF loan, which will provide a source of low-interest funds toward construction of the Renew Jordan Creek Project - Main to Boonville. The loan principal and interest will be repaid with an annual budget appropriation of 1/4-cent Sales Tax revenues or reserves.

The City was also awarded a federal Clean Water State Revolving Fund Grant (Affordability and Water Quality Incentive Grant) of \$3,500,000 in conjunction with the SRF loan to help fund this project. The project will enhance water quality in the Jordan Creek watershed by restoring the riparian corridor and construction of green infrastructure elements including native planting and bioswales.

A budget adjustment of \$10,001,000 is requested to appropriate the SRF loan and



federal grant proceeds for funding the project noted above and any related issuance or other financing costs.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Economic Vitality

REMARKS: Public Works recommends approval of this Council Bill and budget adjustment.

Submitted By: Dan Smith, Director of Public Works, David Holtmann, Director of Finance

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

Maurice S. Jones, Deputy City Manager 11/12/2024

- Attachments:**
1. 2_Project A RJC SRF Special Obligation Bonds Springfield CW DL_ORD
 2. Form of Bond_Ex A
 3. MANDATORY SINKING FUND REDEMPTION SCHEDULE_Ex B
 4. SPRINGFIELD CW DL Purchase Agreement2_ExhC
 5. SPRINGFIELD CW DL Escrow Agreement2_ExhD
 6. Grant Agreement (DRAFT)_ExhE
 7. 2_PROJECT A (RJC) SRF Special Obligation Bonds DRAFT amort for loan closing 11.01.24_ExhF
 8. 2_PROJECT A (RJC) SRF Special Obligation Bonds BA_ExhG

COUNCIL BILL NO. 2024-_____

SPECIAL ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED DECEMBER 3, 2024

AUTHORIZING:

NOT TO EXCEED \$6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

One-rdg. _____
P. Hrngs. _____
Pgs. 129
Filed: 11-12-24

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-253 SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the issuance of a Special Obligation Bond (State of Missouri –
2 Direct Loan Program) Series 2024, of the City of Springfield,
3 Missouri, in the maximum principal amount of \$6,501,000;
4 amending the Fiscal Year 2024-2025 budget of the City in the
5 amount of \$10,001,000; prescribing the form and details of the
6 Bond; authorizing certain other actions and documents in
7 connection therewith; and declaring an emergency.
8
9

10 WHEREAS, the City of Springfield, Missouri (the “City”) is a home rule
11 constitutional charter city and political subdivision organized and existing under the
12 constitution and laws of the State of Missouri and the City’s Charter (the “Charter”); and
13

14 WHEREAS, the City now owns and operates a stormwater system, including
15 connected and related appurtenances and facilities and extensions, improvements,
16 additions and enlargements made or acquired by the City after the date of this
17 Ordinance (the “System”); and
18

19 WHEREAS, the City desires to finance certain improvements to the System
20 (collectively, the “Project”); and
21

22 WHEREAS, to provide for the most cost-effective method of financing the
23 Project, the City desires to participate in the State of Missouri Clean Water State
24 Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) of the
25 Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission
26 of the State of Missouri (the “Commission”); and
27

28 WHEREAS, in connection with the Project, the Commission has approved (a) a
29 loan to the City to be made by DNR pursuant to a Purchase Agreement (the “Purchase
30 Agreement”) by and between the City and DNR (the “Loan”) and (b) a grant to the City in
31 the maximum amount of \$3,500,000 (the “Grant”) to be administered by DNR pursuant to
32 a Grant Agreement (the “Grant Agreement”) by and between the City and DNR; and
33

34 WHEREAS, in order to evidence the Loan, it is hereby found and determined that
35 it is necessary and advisable and in the best interest of the City and its inhabitants that
36 the City issue its Special Obligation Bond (State of Missouri – Direct Loan Program)
37 Series 2024 (the “Bond”) in the maximum principal amount of \$6,501,000 pursuant to
38 this Ordinance; and
39

40 WHEREAS, the City is authorized under its Charter, the Constitution and laws of
41 the State of Missouri, to issue and sell special obligation bonds for the purpose of
42 paying all or part of the cost of extending and improving the System and to provide for
43 the payment of the principal of and interest on such special obligation bonds to be
44 payable solely from any legally available revenues of the City annually appropriated by
45 the City Council; and
46

47 WHEREAS, it is hereby found and determined that it is necessary and advisable
48 and in the best interest of the City and its inhabitants that the Bond be issued and
49 secured in the form and manner provided in this Ordinance and be sold to DNR under
50 the CWSRF Direct Loan Program.
51

52 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
53 SPRINGFIELD, MISSOURI, AS FOLLOWS:
54

55 ARTICLE I

56 DEFINITIONS

57
58
59 Section 101. Definition of Words and Terms. Capitalized words and terms not
60 otherwise defined in this Ordinance have the meanings set forth in the Purchase
61 Agreement and the Escrow Agreement (each as defined below). In addition to the
62 foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance,
63 capitalized words and terms have the following meanings in this Ordinance:
64

65 “Administrative Expense Fund” means the fund designated as such and
66 established by Section 4 of the Escrow Agreement. The Administrative Expense Fund
67 does not constitute part of the CWSRF Direct Loan Program.
68

69 “Administrative Fee” means the semiannual administrative fee of DNR equal to
70 0.25% of the aggregate amount of the Bond Outstanding as of each Administrative Fee
71 Calculation Date (including the final maturity date of the Bond), payable to the Paying
72 Agent, subject to annual appropriation by the City Council, within 30 days after the
73 City’s receipt of a statement from the Paying Agent for deposit to the Administrative
74 Expense Fund and subsequent transfers to DNR as described in Section 9 of the
75 Escrow Agreement.
76

77 “Administrative Fee Calculation Date” means the Business Day preceding each
78 Principal Payment Date.
79

80 “Authority” means the State Environmental Improvement and Energy Resources
81 Authority, a body corporate and politic and a governmental instrumentality of the State.
82

83 “Bond” means the Special Obligation Bond (State of Missouri – Direct Loan
84 Program) Series 2024, authorized and issued under this Ordinance.
85

86 “Bond Register” means the books for the registration, transfer and exchange of
87 the Bond kept at the office of the Paying Agent.
88

89 “Closing Date” means the date of the initial issuance and delivery of the Bond.
90

91 “Construction Fund” means the Construction Fund established by Section 401
92 and Section 4 of the Escrow Agreement.
93

94 “Consulting Engineer” means an independent engineer or engineering firm with
95 experience in designing and constructing stormwater facilities and retained by the City.
96

97 “Cumulative Principal Amount Outstanding” means the sum of (a) the purchase
98 price of the Bond paid by the Owner to the Paying Agent on the Closing Date in
99 accordance with the Purchase Agreement and deposited into the funds pursuant to
100 Section 403, plus (b) each additional Purchase Price Installment, as notated on the
101 Bond by the Paying Agent, less (c) the principal amount redeemed pursuant to
102 Article III.
103

104 “Debt Service Account” means the account designated as such and created by
105 Section 401.
106

107 “Debt Service Fund” means the Debt Service Fund established by Section 401
108 and Section 4 of the Escrow Agreement.
109

110 “Debt Service Reserve Fund” means the Debt Service Reserve Fund established
111 by Section 401 and Section 4 of the Escrow Agreement.
112

113 “Debt Service Reserve Requirement” means an amount equal to \$398,225.12.
114

115 “Defeasance Securities” means:
116

117 (a) Federal Securities;
118

119 (b) obligations of the Resolution Funding Corporation or any
120 successor, but only if the use of the obligations to pay and discharge the Bond
121 pursuant to Article X will cause the discharged Bond to be rated in the highest
122 long-term category by a nationally recognized securities rating agency as
123 designated by DNR; or
124

125 (c) obligations of any state of the United States of America or of any
126 agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

“Depreciation and Replacement Account” means the account designated as such and created or ratified by Section 401.

“Escrow Agreement” means the Escrow Trust Agreement between the City and the Paying Agent, in substantially the form attached hereto as Exhibit C, as supplemented, modified or amended in accordance with its terms, related to the Bond.

“Federal Securities” means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

“Grant Agreement” means the Grant Agreement between the City and DNR, in substantially the form attached hereto as Exhibit E, as supplemented, modified or amended in accordance with its terms.

“Interest Payment Date” means each January 1 and July 1, commencing July 1, 2025.

“Interest Period” means each six-month period from January 1 through June 30 and July 1 through December 31.

“Interest Rate” means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

“Investment Securities” means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

173 “Ordinance” means this Ordinance as from time to time amended in accordance
174 with its terms.

175
176 “Outstanding” means, as of the date of determination, the Bond issued and
177 delivered under this Ordinance, except:

178
179 (1) any portion of the Bond canceled by the Paying Agent or delivered
180 to the Paying Agent for cancellation;

181
182 (2) any portion of the Bond for the payment of the principal or
183 redemption price of and interest on which money or Defeasance Securities are
184 held under Section 901;

185
186 (3) any portion of the Bond in exchange for which, or in lieu of which,
187 another Bond or Bonds have been registered and delivered pursuant to this
188 Ordinance; and

189
190 (4) any portion of the Bond allegedly mutilated, destroyed, lost, or
191 stolen and paid under Section 208.

192
193 “Owner” means DNR or any assignee, successor or transferee of DNR.

194
195 “Paying Agent” means UMB Bank, N.A., the paying agent and escrow agent, and
196 its successors and assigns acting at any time as Paying Agent and Escrow Agent under
197 this Ordinance and the Escrow Agreement.

198
199 “Principal Payment Date” means each January 1 and July 1, commencing
200 January 1, 2027, and any date on which all or part of the Bond is optionally redeemed in
201 accordance with Section 301.

202
203 “Purchase Agreement” means the Purchase Agreement between the City and
204 DNR, in substantially the form attached hereto as Exhibit D, as supplemented, modified
205 or amended in accordance with its terms, related to the Bond.

206
207 “Purchase Price Installment” means the amount paid by DNR from time to time in
208 accordance with Section 3.3 of the Purchase Agreement and deposited in the
209 Construction Fund or otherwise in accordance with Section 403.

210
211 “Quarterly Payment Date” means each March 15, June 15, September 15 and
212 December 15, commencing March 15, 2025.

213
214 “Record Date” means the 25th day (whether or not a Business Day) of the
215 calendar month next preceding the applicable Interest Payment Date.
216

217 “Repayment Fund” means the fund designated as such and established by
218 Section 401 and Section 4 of the Escrow Agreement. The Repayment Fund does not
219 constitute part of the CWSRF Direct Loan Program.
220

221 “State” means the State of Missouri.
222

223 “Stated Maturity” means January 1, 2039, the final maturity date of the Bond;
224 provided, however, that such date shall be subject to change pursuant to Section 302
225 hereof and Section 3.4 of the Purchase Agreement.
226

227 ARTICLE II

228 AUTHORIZATION OF THE BOND

229
230
231 Section 201. Authorization of the Bond. The Bond is authorized and directed to
232 be issued in the Maximum Principal Amount subject to the terms and for the purposes
233 of this Ordinance. Upon the Completion of Funding pursuant to the Purchase
234 Agreement, the principal amount of the Bond issued under this Ordinance will be the
235 Cumulative Principal Amount Outstanding plus the principal amount previously
236 redeemed pursuant to Article III.
237

238 Section 202. Security for the Bond.

239
240 (a) The Bond is a special, limited obligation of the City payable as to both principal
241 and interest from funds annually appropriated by the City from sources available for such
242 purpose. The obligation of the City to make payments into the Debt Service Account for further
243 credit to the Repayment Fund and any other obligations of the City under this Ordinance do not
244 constitute a general obligation or indebtedness of the City for which the City is obligated to levy
245 or pledge any form of taxation, or for which the City has levied or pledged any form of taxation,
246 and shall not be construed to be a debt of the City in contravention of any applicable constitutional,
247 statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from
248 the amounts pledged or appropriated therefor (i) out of the income and revenues provided for
249 such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding
250 sentence, the obligations of the City to make payments hereunder and to perform and observe
251 any other covenant and agreement contained herein shall be absolute and unconditional.
252

253 (b) The covenants and agreements of the City contained in this Ordinance and in the
254 Bond shall be for the equal benefit, protection and security of the legal owners of any or all of the
255 Bond, all of which shall be of equal rank and without preference or priority of one Bond over any
256 other Bond in the application of the funds herein provided to the payment of the principal of and
257 the interest on the Bond, or otherwise, except as to rate of interest, date of maturity and right of
258 prior redemption as provided in this Ordinance.
259

260 (c) The City Council hereby directs that from and after delivery of the
261 Bond and so long as any portion of the Bond remains Outstanding, subject to
262 paragraph (a) above, the City Manager, the Director of Finance or any other
263 officer of the City at any time charged with the responsibility of formulating budget
264 proposals shall (i) include in each annual budget an appropriation of the amount

necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bond in the next succeeding Fiscal Year, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bond in the next succeeding Fiscal Year. The City is not required or obligated to make any such annual appropriation, and the decision of whether to appropriate such funds will be solely within the discretion of the then-current City Council.

Section 203. Description of the Bond. The Bond consists of one fully-registered bond numbered from R-1, in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (the "Authorized Denomination"). The Bond will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bond is dated as of the Closing Date. The Bond will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bond will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to the Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bond, bond registrar for the registration, transfer and exchange of the Bond and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of the Bond.

(a) Payment of the Bond will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on the Bond at Stated Maturity or upon earlier redemption and the interest payable on the Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bond is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from the Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bond pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly,

any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on the Bond and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bond will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of the Bond.

(a) The City will cause the Paying Agent to keep the Bond Register. The Bond when issued will be registered in the name of the Owner on the Bond Register. The Bond will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of the Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in an Authorized Denomination, of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Any Bond presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. Any Bond presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of the Bond the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bond.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent

of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bond, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of the Bond.

(a) The Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on the Bond ceases to be an officer before the delivery of the Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bond as specified in this Article, and when executed, to deliver the Bond to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A related to Purchase Price Installments will be made after the Completion of Funding.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any

tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. Any Bond that has been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bond. The Paying Agent will periodically destroy canceled Bonds. If requested by City, the Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bond; Authorization and Execution of Documents.

(a) The Bond will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement, the Escrow Agreement and the Grant Agreement, in substantially the forms presented to the Governing Body at this meeting and attached hereto as exhibits. The City Manager is authorized to execute the Purchase Agreement, the Escrow Agreement and the Grant Agreement for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager of the City on such documents. The City Manager is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement, the Grant Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF THE BOND

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, the Bond may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on or after the 10th anniversary of the Closing Date, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01). If the Bond is optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bond.

Section 302. Mandatory Redemption Provisions.

(a) The Bond is subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bond will be revised to be not more than 20 years from the certified date of Initiation of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B upon Partial Redemption.

(a) Upon the partial redemption of the Bond pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

490 (b) The redemption of the Bond in part will be reflected in the records
491 maintained by the Paying Agent.

492
493 Section 304. Notice and Effect of Call for Redemption.
494

495 (a) No notice of the mandatory redemption of the Bond is required to be
496 given. If the Bond is being optionally redeemed, notice of redemption will be given in the
497 manner described below. Unless waived by the Owner of the Bond or portion thereof to
498 be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a
499 redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed
500 for redemption, to the Owner of the Bond to be redeemed at the address shown on the
501 Bond Register.

502
503 (b) All redemption notices will be dated and include the following information:

504 (1) the redemption date,

505
506 (2) the redemption price, consisting of the principal amount,
507 redemption premium, if any, and interest to the redemption date,
508

509
510 (3) if less than all of the Outstanding Bond is to be redeemed, the
511 identification number, if any, the Stated Maturity and, the principal amount of the
512 Bond to be redeemed,

513
514 (4) a statement that on the redemption date the redemption price will
515 become due and payable upon the Bond or portion of the Bond called for
516 redemption, and that interest ceases to accrue on the redeemed amount from
517 and after the redemption date, and

518
519 (5) the address of the principal office of the Paying Agent where the
520 Bond must be surrendered for payment of the redemption price.

521
522 (c) If notice of redemption has been given or waived, the Bond or portions to be
523 redeemed will become due and payable on the redemption date at the redemption price
524 specified in the notice. From and after the redemption date (unless the City defaults in
525 the payment of the redemption price), the called Bond will cease to bear interest. Upon
526 the surrender of the Bond or portions thereof for payment of the redemption price in
527 accordance with the notice, the Paying Agent will pay the redemption price to the
528 applicable Owner.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Establishment of Funds and Accounts.

(a) The City hereby creates a separate account in the treasury of the City, known respectively as the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, Debt Service Account (the “Debt Service Account”).

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

- (i) the Debt Service Fund;
- (ii) the Construction Fund;
- (iii) the Repayment Fund, consisting of the Principal Account and the Interest Account;
- (iv) the Administrative Expense Fund; and
- (v) the Debt Service Reserve Fund.

Section 402. Administration of Funds and Accounts. The accounts described in Section 401(a) will be maintained and administered by the City under this Ordinance while the Bond is outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bond is Outstanding.

Section 403. Deposits and Application of Bond Proceeds and Other Moneys.

(a) On the Closing Date, the proceeds received from the sale of the Bond will be deposited upon the delivery of the Bond into the Debt Service Reserve Fund, the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed for the purpose of paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the Governing Body and DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

(d) Moneys in the Debt Service Reserve Fund shall be applied in accordance with Section 505 hereof and Section 9A of the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Debt Service Account. The City covenants and agrees that from and after the delivery of the Bond and so long as any portion of the Bond remains Outstanding and unpaid, any moneys appropriated by the City Council for the payment of the Bond will be deposited into the Debt Service Account. Such funds will be segregated from all other moneys, revenues, funds and accounts of the City. The Debt Service Account will be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 502. Application of Moneys in the Debt Service Account. The City will apply moneys in the Debt Service Account, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund as follows:

(a) to the Interest Account of the Repayment Fund, on March 15, 2025, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bond on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bond on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(i) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(ii) for purposes of the first Quarterly Payment of each Interest Period, except as provided in Section 10 of the Escrow Agreement, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(iii) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bond on the Interest Payment Date; and

(b) to the Principal Account of the Repayment Fund, on September 15, 2026, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bond on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption; provided, however, that if the Initiation of Operations specified in the certificate delivered by the City under Section 3.4(a) of the Purchase Agreement is earlier than the expected Initiation of Operations, all remaining unpaid principal installments of the Bond will be paid on the Quarterly Payment Date that is not more than 20 years after the certified date of Initiation of Operations (as set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement).

Section 503. Transfer of Funds to Paying Agent. To provide for the timely payments on the Bond when due, the Director of Finance or any other officer of the City is authorized and directed to make the payments from the Debt Service Account to the Principal Account or the Interest Account of the Repayment Fund as provided in Section 502, in sums sufficient to pay the Bond when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bond are due. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 504. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bond or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 505. Application of Moneys in the Debt Service Reserve Fund.

(1) Moneys in the Debt Service Reserve Fund will be expended and used solely to prevent any default in the payment of interest on or principal of the Bond on any Interest Payment Date or Stated Maturity of the Bond if the moneys in the Principal Account and the Interest Account are insufficient to pay the interest on or principal of the Bond as they become due. Moneys in the Debt Service Reserve Fund may be applied to final payment on the Bond or, at the written direction of the City, be applied to the optional redemption of the Bond, provided the Bond is called for redemption pursuant to the terms of this Ordinance, will be redeemed in whole and funds are available (including the amount on deposit in the Debt Service Reserve Fund) to redeem the Bond.

(2) So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into the Debt Service Reserve Fund shall be required, but if any amount in the Debt Service Reserve Fund is expended in accordance with subparagraph (1) and such expenditure reduces the amount of the

Debt Service Reserve Fund below the Debt Service Reserve Requirement, commencing on the first Quarterly Payment Date following the expenditure, and on each Quarterly Payment Date thereafter, the City will, subject to appropriation by the Governing Body, transfer to the Paying Agent for deposit to the Debt Service Reserve Fund, an amount equal to 1/4 of the amount expended until the balance in the Debt Service Reserve Fund again equals the Debt Service Reserve Requirement.

(3) Any investment earnings on the Debt Service Reserve Fund will be credited to the Debt Service Reserve Fund, or if the balance in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, amounts in excess of the Debt Service Reserve Fund will be transferred by the Paying Agent on each January 1 and July 1 to the Debt Service Fund pursuant to Section 9A of the Escrow Agreement. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys. Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

The City covenants and agrees with the Owner of the Bond that so long as any portion of the Bond remains Outstanding and unpaid it will comply with each of the following covenants:

Section 701. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the City for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 702. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the City for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, the Owner, or anyone acting for or on behalf of the taxpayer or Owner.

(d) The City acknowledges its undertakings with respect to audits set forth in Section 2.1 of the Purchase Agreement.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 801. Events of Default. If (a) the City fails to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the City Council or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement, the Escrow Agreement, the Grant Agreement or the Constitution or laws of the State relating to the Bond or the operation of the System and such non-compliance continues for a period of 60 days after written notice specifying such non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 802. Remedies. The provisions of this Ordinance constitute a contract between the City and the Owner of the Bond. The Owners of not less than 10% in principal amount of the Bond at the time Outstanding have the right for the equal benefit and protection of all Owners of the Bond similarly situated:

(a) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(b) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

758 (c) by any proceeding at law or in equity to enjoin any act or thing that
759 is unlawful or in violation of the rights of the Owners of the Bond.
760

761 Section 803. Limitation on Rights of Owners. No Owner has any right in any
762 manner whatever by the Owner's action to affect, disturb or prejudice the security
763 granted and provided for in, or enforce any right under, this Ordinance, except in the
764 manner provided in this Ordinance. All proceedings at law or in equity will be for the
765 equal benefit of all Owners.
766

767 Section 804. Remedies Cumulative. No remedy conferred upon the Owners is
768 intended to be exclusive of any other remedy. Each remedy is in addition to every other
769 remedy and may be exercised without exhausting any other remedy conferred under
770 this Ordinance. No waiver by any Owner of any default or breach of duty or contract of
771 the City under this Ordinance will affect any subsequent default or breach of duty or
772 contract by the City or impair any rights or remedies thereon. No delay or omission of
773 any Owner to exercise any right or power accruing upon any default will impair any right
774 or power or will be construed to be a waiver of any default. Every substantive right and
775 every remedy conferred upon the Owners of the Bond by this Ordinance may be
776 enforced and exercised from time to time and as often as may be expedient. If any
777 Owner discontinues any proceeding or the decision in the proceeding is against the
778 Owner, the City and the Owners of the Bond will be restored to their former positions
779 and rights under this Ordinance.
780

781 Section 805. No Obligation to Appropriate Moneys or Levy Taxes. Nothing in this
782 Ordinance imposes any duty or obligation on the City to appropriate moneys for the
783 payment of the Bond or to make any other payment hereunder or to levy any taxes
784 either to meet any obligation incurred under this Ordinance or to pay the principal of or
785 interest on the Bond.
786

787 Section 806. No Acceleration. Notwithstanding any provision in this
788 Ordinance to the contrary, the Bond is not subject to acceleration upon the
789 occurrence of an event of default hereunder.
790

791 ARTICLE IX

792 DEFEASANCE

793
794
795 Section 901. Defeasance. When the Bond has been paid and discharged, then
796 the requirements contained in this Ordinance and all rights granted hereby shall
797 terminate. The Bond shall be deemed to have been paid and discharged within the
798 meaning of this Ordinance if there shall have been deposited with the Paying Agent or
799 other bank or trust company located in the State of Missouri, at or prior to Stated
800 Maturity or redemption date of said Bond, in trust for and irrevocably appropriated
801 thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow")
802 which, together with the interest to be earned on any such obligations, will be sufficient
803 for the payment of the Bond on the Stated Maturity or date of redemption, as the case
804 may be, or if default in such payment shall have occurred on such date, then to the date

of the tender of such payments, provided; however, that if any such Bond shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bond, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bond; and provided further, however, that if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at their Stated Maturity or upon redemption, there shall be filed with the City, the Owner and the Paying Agent (i) an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) to the effect that the conditions for the defeasance of the Bond pursuant to this Section have been complied with and (ii) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bond at the Stated Maturity or upon redemption, a written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging the Bond shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bond, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE X

AMENDMENTS

Section 1001. Amendments.

(a) Any provision of the Bond or of this Ordinance may be amended by an ordinance with the prior written consent of the Owner. Consent must be evidenced by an instrument executed by the Owner, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owner and the Paying Agent an Opinion of Bond Counsel (as defined in Article V of the Purchase Agreement) stating that the amendment is permitted by this Ordinance, the City's Charter, the Constitution and laws of the State, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Budget Adjustment for Fiscal Year Ending June 30, 2025; Accounting.

(a) The City's budget for the Fiscal Year ending June 30, 2025, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 36, a copy of which is attached as Exhibit G. The Governing Body finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

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

Section 1102. Further Authority. The officers of the City, including the Mayor, the City Manager and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

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

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

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

Section 1106. Declaration of Emergency; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City pursuant to Section 2.12(3) of the City Charter. Therefore, this Ordinance is in full force and effect from and after its passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

897 Filed as Ordinance: _____

898

899

900 Approved as to form: Kyle T. [Signature], Assistant City Attorney

901

902

903 Approved for Council action: Jason C. [Signature], City Manager

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE
MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-1

Registered
Not to exceed \$6,501,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

Closing Date

Interest Rate

Stated Maturity[†]

January 1, 2039

REGISTERED OWNER: MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED SIX MILLION FIVE HUNDRED AND ONE
THOUSAND DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby promises to pay to the Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing July 1, 2025 (each an “Interest Payment Date”), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. *Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.*

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the “Paying Agent”), or such other office designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bond is

[†] Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from the Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024" (the "Bond"), issued by the City for the purpose of extending and improving the stormwater system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with provisions of the City's Charter, the Constitution and laws of the State, and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bond may be called for redemption and payment prior to maturity in whole or in part at any time on or after the 10th anniversary of the Closing Date with the prior written consent of the Owner as provided in the Ordinance at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

The Bond is subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or portion thereof to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or applicable portions thereof shall cease to bear interest.

The Bond is a special, limited obligation of the City payable as to both principal and interest from funds annually appropriated by the City from sources available for such purpose. The obligation of the City to make payments into the Debt Service Account for further credit to the Repayment Fund and any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation, and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years.

The Bond is issuable in the form of one fully-registered bond in the denomination of \$100,000 or any integral multiple of \$0.01 in excess thereof, or if the principal amount of the Bond is less than \$100,000, then an amount equal to the principal amount of the Bond (an "Authorized Denomination").

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to

the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination, with the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

[Remainder of Page Intentionally Left Blank]

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bond have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, MISSOURI, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF SPRINGFIELD, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND REDEMPTIONS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial redemptions of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social
Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

[illegible]

(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

CERTIFICATE OF CITY ATTORNEY

Approved as to form: _____, City Attorney

[Bond]

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
January 1, 2027	\$231,000	July 1, 2033	\$262,000
July 1, 2027	233,000	January 1, 2034	264,000
January 1, 2028	235,000	July 1, 2034	267,000
July 1, 2028	238,000	January 1, 2035	270,000
January 1, 2029	240,000	July 1, 2035	272,000
July 1, 2029	242,000	January 1, 2036	275,000
January 1, 2030	245,000	July 1, 2036	278,000
July 1, 2030	247,000	January 1, 2037	280,000
January 1, 2031	250,000	July 1, 2037	283,000
July 1, 2031	252,000	January 1, 2038	286,000
January 1, 2032	254,000	July 1, 2038	289,000
July 1, 2032	257,000	January 1, 2039 [†]	292,000
January 1, 2033	259,000		

[†]Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

PURCHASE AGREEMENT

Dated as of December 1, 2024

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

NOT TO EXCEED \$6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE

CITY OF SPRINGFIELD, MISSOURI

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Exhibit A. Form of Requisition
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”) is entered into as of December 1, 2024, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns (“DNR”), and the CITY OF SPRINGFIELD, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “Participant”). *Terms not otherwise defined in the Recitals or Section 1.1 of this Agreement have the meanings set forth in the below-defined Ordinance.*

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, DNR, in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to this Agreement (the “Loan”), and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into this Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified stormwater facilities (the “Project” as further described in this Agreement), (b) set forth the parties’ respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bond of the Participant delivered to DNR, as owner of the Bond (the “Owner”), in the form authorized by the ordinance of the Participant (the “Ordinance”).

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of December 1, 2024 (the “Escrow Agreement”), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the “Paying Agent”).

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement (including Articles V and VIII) and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

“Actual Reimbursement Amount” means the amount of a Requisition approved for payment in accordance with Section 3.3.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authorized Representative” means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

“Bond” means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, issued by the Participant pursuant to the Ordinance.

“Bond Payments” means the amounts required to be paid by the Participant in repayment of the Bond pursuant to Section 4.1.

“Business Day” means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

“CFR” means the Code of Federal Regulations.

“Closing Date” means the date of the initial issuance and delivery of the Bond.

“Completion of Funding” means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

“Costs of Issuance” means, collectively, the Master Trust Bonds Expense and other costs of issuing the Bond as certified by the Participant.

“Disbursement” means each amount advanced from the Construction Fund to the Participant by DNR under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

“Eligible Costs” means Project Costs determined by DNR to be eligible under the Regulations.

“EPA” means the Environmental Protection Agency.

“Escrow Agreement” means the Escrow Trust Agreement dated as of December 1, 2024, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

“Event of Default” means an “Event of Default” as defined in Article VII.

“Federal Act” means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

“Fiscal Year” means the fiscal year of the Participant, currently July 1 through June 30.

“Funding Sources” means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

“Governing Body” means the Participant’s City Council.

“Grant” means the grant to the Participant administered by DNR pursuant to the Grant Agreement, in the maximum amount of \$3,500,000 (or such higher amount as may be approved by the Commission and DNR), funded in installments.

“Grant Agreement” means the Financial Assistance Agreement dated on or prior to the Closing Date, between the Participant and DNR, together with all related attachments, as supplemented, modified or amended in accordance with its terms.

“Ineligible Costs” means Project Costs that are not Eligible Costs.

“Initiation of Operations” means the date when the first major constructed component is capable of being used for its intended purpose.

“Loan” means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bond.

“Local Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged by the Participant and approved by a written instrument from DNR to the Participant and the Paying Agent.

“Master Trust Agreement” means the Amended and Restated Master Trust Agreement dated as of December 1, 2020, between the Authority and the Master Trustee, as amended, supplemented or restated from time to time.

“Master Trust Bonds” means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

“Master Trust Bonds Expense” means the amount of \$39,006.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

“Master Trustee” means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

“Maximum Principal Amount” means \$6,501,000.

“Ordinance” means the ordinance of the Participant, passed on December 3, 2024, authorizing the issuance of the Bond, as supplemented, modified or amended in accordance with its terms.

“Program Bond Counsel” means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged on behalf of DNR in connection with the CWSRF Direct Loan Program.

“Project” means the acquisition, construction, improvement and equipping of certain stormwater facilities of the Participant further described as follows:

The Renew Jordan Creek – Main to Boonville Project will daylight approximately 1,200 linear feet of Jordan Creek that is currently enclosed in concrete box culverts and create a mixed-use urban park adjacent to the creek that would serve as a community gathering space. The Project also aims to reduce flooding in downtown Springfield and improve the ecological

conditions of Jordan Creek. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project further includes all changes agreed to in writing by the Participant and DNR. The Loan and the Grant will be used consistent with the requirements described in the FFY 2025 Clean Water Intended Use Plan for eligible program costs.

“Project Costs” means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

“Project Schedule” means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Agreement:

<u>Event</u>	<u>Projected Date (month/year)</u>
Advertising for bids	August 2024
Bid opening	September 2024
Construction start	December 2024
Initiation of Operations	December 2026
Construction completion	December 2026
Project completion	December 2026

“Regulations” means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

“Requisition” means the Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

“SRF Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

“State” means the State of Missouri.

“Supplemental Agreement” means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

Section 1.2 Interpretation.

(a) The words “herein,” “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, “day” means “calendar day.”

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a home rule constitutional charter city duly created and validly existing under the laws of the State and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to undertake and complete the Project, to execute and deliver Agreement, the Escrow Agreement, and the Grant Agreement, to issue the Bond, to pledge, subject to annual appropriation, the sources for repayment of the Loan and the Bond under this Agreement, the Ordinance and the Bond, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant’s Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Escrow Agreement, the Bond, the Ordinance, and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to

bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant's application for participation in the CWSRF Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the CWSRF Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant currently intends, subject to annual appropriation by the Governing Body of the Participant, to use capital improvement sales tax revenues for repayment of the Loan. Upon appropriation by the Governing Body of the Participant of such sales tax revenues or other legally available funds of the Participant in each Fiscal Year, the Participant will have a dedicated revenue source for the repayment of the Loan.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Control of Project Site. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance will be provided prior to construction contract award.

(j) Bid Solicitations. 10 CSR 20-4.040 – Debarment and Suspension establishes procedures that require agencies to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the “List of Parties Excluded from Federal Procurement or Non Procurement Programs” may result in the termination of the Participant’s participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations.

(k) Reserved.

(l) Performance and Payment Bonds. The Participant will require any Project contractor to post a separate performance bond and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(m) Disadvantaged Business Enterprises (“DBEs”).

(1) The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to this Agreement. The Participant agrees to include information about these requirements in solicitation documents, including the following:

(A) the prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the Participant;

(B) the Participant must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;

(C) if a DBE subcontractor fails to complete work under its subcontract for any reason, the prime contractor must employ the “six good faith efforts” described in subparagraph (2) if soliciting a replacement subcontractor; and

(D) the prime contractor is to employ the “six good faith efforts” even if the prime contractor has achieved its “fair share goals” (the current “fair share goals” are 10% for Minority Business Enterprises (“MBE”) and 5% for Women Business Enterprises (“WBE”)).

(2) The “six good faith efforts” are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For indian tribal, state and local and government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

(C) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian tribal, state and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(D) encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(E) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(F) require any prime contractor or other recipient, if it is awarding subcontracts, to take the affirmative steps in clause (B) of this subparagraph.

(3) **DBE Reporting:** MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of \$250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after completion of construction of the Project, whichever comes first.

(n) **Prevailing Wage.** The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

(o) **Retainage.** The Participant shall comply with the provisions of Section 8.960 of the Revised Statutes of Missouri, as amended, with respect to the amount of any retainage required to be withheld on any construction contract or subcontract for the Project.

(p) **Contract Award.** The Participant, with the prior written concurrence of DNR, will award any construction contract or contracts for the Project to the lowest responsive and responsible bidder.

(q) **Completion of Project and Provision of Moneys.** The Participant agrees:

(i) to exercise its best efforts in accordance with prudent stormwater utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement and the Grant Agreement required to complete the Project.

(r) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(s) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(t) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(u) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 and Chapter 109 of the Revised Statutes of Missouri, as amended.

(v) Operations and Maintenance of System; User Charge Ordinance.

(i) The Participant will, in accordance with prudent stormwater utility practice:

(A) at all times operate the System in an efficient manner;

(B) maintain the System in good repair, working order and operating condition over the structural and design life of the System; and

(C) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(ii) Pursuant to 10 CSR 20-4.040(16) of the Regulations, the Participant has adopted and will maintain, for the useful life of the Project, a user charge and sewer use rate system pursuant to an ordinance of the Governing Body. Notwithstanding the foregoing, the Parties acknowledge and agree that revenues generated from such user charge and sewer use rate system are not pledged to the repayment of the Bond.

(w) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts of the Participant's funds and accounts (the "Participant Records"). The Participant Records will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the Participant Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the Participant for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose pursuant to the Ordinance. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, if the Participant expends during any Fiscal Year an aggregate amount of \$1,000,000 or more of federal assistance (1) under the SRF Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the SRF Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(x) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(y) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of stormwater facilities, insofar as the properties are insurable at a commercially reasonable cost.

(z) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the Participant including, but not limited to, the failure of the Governing Body to appropriate funds to make Bond Payments in any Fiscal Year, the inability of the Participant to make the Bond Payments and/or otherwise observe and perform its agreements under this Agreement.

(aa) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(bb) Signage - Enhancing Public Awareness. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the CWSRF Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the CWSRF Direct Loan Program.

(c) DNR commits to fund the Loan from one or more of the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

- (i) any available funds pursuant to a capitalization grant agreement with the EPA;
- (ii) any available funds designated as the State's required matching funds necessary to receive ongoing capitalization grants from the EPA including, but not limited to, proceeds from the sale of Master Trust Bonds issued by the Authority designated as "State Match Bonds" (as defined in the Master Trust Agreement);
- (iii) any available proceeds from the sale of Master Trust Bonds issued by the Authority designated as "Leveraged Bonds" (as defined in the Master Trust Agreement); and/or
- (iv) The Water and Wastewater Loan Revolving Fund.

(d) This Loan has not been designated as a "federal equivalency project."

(e) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

(a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(b) to the Paying Agent, the executed Bond in the maximum principal amount of \$6,501,000, to be authenticated by the Paying Agent and held by the Paying Agent in trust on behalf of the Owner;

(c) to DNR and the Paying Agent, an executed counterpart of this Agreement, the Grant Agreement and the Escrow Agreement;

(d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(e) a signed copy of the opinion of Local Bond Counsel to the effect that the execution and delivery of this Agreement, the Escrow Agreement and the Bond have been duly authorized by the Participant; this Agreement, the Escrow Agreement and the Bond have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bond is a valid and binding special, limited obligation of the Participant payable as to both principal and interest from funds annually appropriated by the Participant from sources available for such purpose. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of \$6,501,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bond.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bond payable on the following Interest Payment Date will be calculated and payment received by the Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery, regular mail service or electronic mail, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is

required for the initial Purchase Price Installment related to the payment of Costs of Issuance or amounts necessary to initially fund the Debt Service Reserve Fund.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bond in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund. Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations.

(a) The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (i) that the Project has been completed in accordance with the plans and specifications therefor, (ii) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant or required to be retained pursuant to this Agreement, (iii) the date of the Initiation of Operations, and (iv) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

(b) If the date of Initiation of Operations, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 20 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Principal Payment Date not more than 20 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative and delivered to the Paying Agent and DNR stating that no further funding of Purchase Price Installments will be requested by the Participant. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule for the Bond, which the Parties hereby acknowledge and agree shall serve as a replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance without the requirement of any further action by the Governing Body of the Participant, the Owner or the Paying Agent.

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bond is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will be responsible for payment of all Costs of Issuance. In addition, the Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bond as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bond and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”), in the applicable regulations and rulings issued by the U.S. Treasury Department (the “Treasury Regulations”), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist, initially in the form set forth in Exhibit C, that is completed and executed each year by an authorized officer of the Participant in compliance with the Authority’s Tax Compliance Procedure.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Bond Compliance Officer” means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bond.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending July 1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Written Allocation” means the Final Written Allocation of Bond proceeds prepared pursuant to Section 5.9.

“Financed Facility” means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bond as described in this Agreement. If there is more than one “Project” described in the definition of “Project” in Article I, for this Article V “Financed Facility” means the Bond-financed portion of each “Project” described in Article I.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bond. 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.

“Issue Date” means the date of issuance of the Bond, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments exceed the lesser of \$50,000 or 5% of the Maximum Principal Amount.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bond or (ii) the expected economic useful life of the property.

“Non-Qualified User” means a person other than a Qualified User.

“Opinion of Bond Counsel” means the written opinion of Local Bond Counsel, Program Bond Counsel or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing acceptable to the Authority.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bond, the use of the Financed Facility and the investment of gross proceeds of the Bond after the Issue Date.

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

“Tax Compliance Procedure” means the Authority’s State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Bond is primarily being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bond are primarily within its control and that substantially all of the net proceeds of the Bond will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the CWSRF Direct Loan Program by the purchase of the Bond and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for the Bond. The Bond is being issued for the purpose of providing funds to pay the costs of the Financed Facility, fund a debt service reserve for the Bond, and pay certain costs of issuing the Bond.

Section 5.4 Proceeds of the Bond; Other Sources.

(a) *Amount of Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bond will be \$6,501,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of \$474,231.12 (of which \$398,225.12 (the Debt Service Reserve Requirement) will be deposited into the Debt Service Reserve Fund), and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant’s due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bond disbursed from time to time pursuant to this Agreement, the Participant will allocate the following funds to pay a portion of the costs of the Project:

- (i) \$3,500,000.00 from available grant funds under the Grant Agreement; and
- (ii) \$12,395,279.00 from other legally available funds of the Participant.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond proceeds, including any Investment earnings on Bond proceeds, directly or indirectly, nor permit the use of any portion of the

Financed Facility, in a manner that would cause any Bond to be a “private activity bond” as defined in Code § 141.

(b) *Use of Financed Facility.* The Bond proceeds will be used to finance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bond will be used in a manner that constitutes a “private business use” during the Measurement Period. In making the foregoing representations, the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bond; (iii) the term “private business use” generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User’s use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment.* The payment of principal and interest on the Bond will not be (under the terms of the Bond or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any “impermissible agreement” with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant intends to use, subject to annual appropriation by the Governing Body of the Participant, capital improvement sales tax revenues to pay the debt service on the Bond. Such tax is generally applicable and uniformly applied.

(d) *No Private Loan.* No proceeds of the Bond will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bond so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees.* The Participant will not take any action or permit any action to be taken that would cause the Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(f) *Management Contracts.* The Participant has not entered into any “Management Contract” (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term “Management Contract” is defined in Treasury 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 any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases.* The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. Subject to annual appropriation by the Governing Body, the Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bond. The Participant will deposit these payments into the Debt Service Account for further credit and deposit into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Debt Service Account, the Repayment Fund, the Debt Service Fund and the Debt Service Reserve Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bond. The Debt Service Account, the Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bond within each Bond Year and the Participant expects that the Debt Service Account, the Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 Debt Service Reserve Fund; No Other Replacement Funds.

(a) *Debt Service Reserve Fund.* The Ordinance and the Escrow Agreement establish a Debt Service Reserve Fund to be funded at the time of issuance of the Bond in an amount equal to \$398,225.12, the Debt Service Reserve Requirement. The amount to be held in the Debt Service Reserve Fund will not exceed the least of (1) 10% of the stated principal amount of the Bond, (2) the maximum annual principal and interest requirements on the Bond (determined as of the Issue Date), or (3) 125% of the average annual principal and interest requirements on the Bond (determined as of the Issue Date). Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the Debt Service Fund.

(b) None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Debt Service Account, the Repayment Fund, the Debt Service Fund and the Debt Service Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bond if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. The Ordinance constitutes the Participant's declaration of its intent to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript. No portion of the net proceeds of the Bond will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final

Written Allocation of the application of proceeds of the Bond to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel. However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to the Authority and DNR.

Section 5.10 Hedge Bond. The Participant expects that at least 85% of the net sale proceeds of the Bond (the sale proceeds of the Bond less any sale proceeds invested in the Debt Service Reserve Fund) will be used to carry out the governmental purpose of the Bond within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

(1) documentation evidencing the expenditure of the Bond in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bond.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bond or (ii) any obligation issued to refund the Bond. 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 that 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 Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may, in its sole discretion, assign the Bond and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than \$5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bond in accordance with the provisions governing redemption of the Bond in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bond (regardless of the amount of the disposition proceeds). If the Bond are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an “Event of Default” under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due and for which moneys have been duly appropriated by the Participant’s Governing Body;

(b) failure by the Participant to observe and perform any agreement under this Agreement, the Grant Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Grant Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due; provided, however, that failure by the Participant to pay any obligation that is subject to annual appropriation by the Participant's Governing Body shall not be considered an "Event of Default" under this Agreement unless moneys have been duly appropriated therefor by the Participant's Governing Body.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied *first*, to pay interest on the Bond then due and payable, *second*, to pay principal on the Bond then due and payable, *third*, to pay the fees, costs and expenses owed by the

Participant under Section 7.4, and *fourth*, to pay any other amounts due and payable under this Agreement and the Escrow Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement and the Ordinance:

“Beneficial Owner” means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

“Dissemination Agent” means the Master Trustee.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided, however, the term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Material Participant” means, subject to Section 8.1(d), the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding bonds purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 10% or more of the aggregate principal amount of all Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee (or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, through EMMA):

(A) within 30 days after notification that it is a Material Participant, a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors, and the operating data of the Material Participant, through the previous fiscal year, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds; and

(B) within 270 days after the close of the fiscal year of the Material Participant following notification that it is a Material Participant and each subsequent fiscal year, a copy of the financial statements of the Material Participant prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of the Material Participant and, as soon thereafter as available, the audited financial statements of the Material Participant), and the operating data of the Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by this paragraph (b) may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee each document incorporated by reference and the source from which it is available.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Bond or the Participant ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, through EMMA):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of

the Bond, or other material events affecting the tax status of the Bond or Master Trust Bonds, proceeds of which have been allocated to the Bond;

- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bond, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
- (13) the consummation of a merger, consolidation, or acquisition involving the Material Participant or the sale of all or substantially all of the assets of the Material Participant, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
- (15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Agreement, will terminate (i) upon the Material Participant's receipt of a notification from the Authority or the Master Trustee that the Material Participant is no longer a Material Participant or (ii) automatically upon payment in full of all bonds of the Participant purchased with proceeds of Master Trust Bonds and/or assigned by DNR to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bond under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF SPRINGFIELD, MISSOURI

City Manager

(SEAL)

ATTEST:

City Clerk

Approved as to Form: _____, City Attorney

Taxpayer Identification No.: 44-6000268

EXHIBIT A

FORM OF REQUISITION

**MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM**

RECIPIENT ORGANIZATION:

City of Springfield-Jordan Creek
840 Boonville
Springfield, MO 65802

PAYMENT REQUEST NUMBER: _____**LOAN TRUSTEE:**

UMB BANK, NA
IN TRUST FOR CITY OF SPRINGFIELD
2 S. BROADWAY, SUITE 600
ST. LOUIS, MO 63102

FUNDING PROGRAM: Clean Water**FUNDING TYPE:** SRF GRANT AND DIRECT LOAN**PROJECT NUMBER:** C295859-03

If applicable, check here if are you requesting release of retainage. _____

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.		Current Period	Cumulative	Office Use Only
A.	Cost of Issuance at Loan Closing			
B.				
C.				
D.				
E.				
F.				
G.				
H.				
I.				
J.				
K.				
Z.	Total from continuation sheet (lines L - Y)			
AA.	Eligible costs incurred to date			
FOR OFFICE USE ONLY	BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE			BB.
	CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT			CC.
	DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN			DD.
	EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT _____			EE.
	FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN _____			FF.
CERTIFICATION: 1. By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 2. The payrolls for this reimbursement request contain the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1), based upon the most recent payroll copies.				
RECIPIENT:				
Signature of authorized certifying official _____		Typed or printed name and title _____		Date signed _____
Office Use Only DNR REVIEWER:				
Signature of review official _____		Typed or printed name and title _____		Date signed _____

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE CENTER
STATE REVOLVING FUND REIMBURSEMENT FORM

PAGE _____ OF _____

RECIPIENT ORGANIZATION:
City of Springfield-Jordan Creek

PAYMENT REQUEST NUMBER: _____
PROJECT NUMBER: C295859-03

ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE) Show construction, engineering, administrative costs, etc.	Current Period	Cumulative	Office Use Only
L.			
M.			
N.			
O.			
P.			
Q.			
R.			
S.			
T.			
U.			
V.			
W.			
X.			
Y.			
TOTAL THIS PAGE:			

EXHIBIT B

FEDERAL REQUIREMENTS^{1,2}

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
<u>General</u>			
Davis Bacon and Related Acts (DBRA)	33 U.S.C. 1382(b)(6) 42 U.S.C. 300j-12(a)(5)	Yes	Yes
American Iron and Steel (AIS)	33 U.S.C. 1388 42 U.S.C. 300j-12(a)(4)	Yes	Yes
Architecture and Engineering Procurement (Brooks Act) (<i>CWSRF only</i>)	33 U.S.C. 1382(B)(14)	Yes	-
Cost and Effectiveness (<i>CWSRF only</i>)	33 U.S.C. 1382(B)(13)	Yes	Yes
Environmental Review (SERP)	40 CFR 35.3140 40 CFR 35.3580	Yes	Yes
Fiscal Sustainability Plans (<i>CWSRF only</i>)	33 U.S.C. 1383(d)(1)(E)	Yes	Yes
Generally Accepted Accounting Principles	33 U.S.C. 1382(b)(9) 42 U.S.C. 300j-12(g)(3)	Yes	Yes
Signage: 2015 Enhancing Public Awareness	15-02	Yes	-
Signage: 2022 BIL		Yes	-
Single Audit	2 CFR Part 200, Subpart F	Yes	-
Technical, Managerial, and Financial Capacity Demonstration (<i>DWSRF only</i>)	42 U.S.C. 300j-12(a)(13)	Yes	Yes
<u>Crosscutters: Environmental</u>			
Archaeological and Historic Preservation Act (AHPA)	16 U.S.C. 469 et seq. PL 93-291	Yes	-
Clean Air Act Conformity	42 U.S.C. 7401 et seq. PL 95-95	Yes	-
Coastal Barriers Resources Act	16 U.S.C. 3501 et seq. PL 97-348	Yes	-
Coastal Zone Management Act	16 U.S.C. 1451 et seq. PL 92-583	Yes	-

¹ As of February 2024

² Treatment Works only

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
Endangered Species Act	16 U.S.C. 1531 et seq. PL 93-205	Yes	-
Farmland Protection Policy Act	7 U.S.C. 4201 et seq. PL 97-98	Yes	-
Floodplain Management - E.O. 11988 (1997) as amended by E.O. 13690 (2015)		Yes	-
Magnuson-Stevens Fishery Conservation Management Act	16 U.S.C. 1801 et seq. PL 94-265	Yes	-
National Historic Preservation Act (NHPA)	54 U.S.C. 300101 et seq. PL 89-655	Yes	-
Sole Source Aquifer, Section 1424(e) of SDWA	42 U.S.C. 300j-3e	Yes	-
Wetlands Protection E.O. 11990 (1977) as amended by E.O. 12608 (1987)		Yes	-
Wild and Scenic Rivers Act	16 U.S.C. 1271 et seq. PL 90-54	Yes	-
<u>Super Crosscutters: Social Policy</u>			
Civil Rights Laws: The Age Discrimination Act of 1975	42 U.S.C. 6102 et seq.	Yes	Yes
Civil Rights Laws: §13 of Federal Water Pollution Control Act Amendments of 1972 (<i>CWSRF only</i>)	33 U.S.C. 1251 et seq. PL 92-500	Yes	Yes
Civil Rights Laws: §504 of Rehabilitation Act of 1973	29 U.S.C. 794 PL 93-112	Yes	Yes
Civil Rights Laws: Civil Rights Act of 1964, Title VI	42 U.S.C. 2000d et seq. PL 88-352	Yes	Yes
<u>Crosscutters: Social Policy Authorities</u>			
Equal Employment Opportunity E.O. 11246 (1965)		Yes	Yes
Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)		Yes	-
Disadvantaged Business Enterprises (DBEs)	40 CFR Part 33	Yes	-

<u>CATEGORY</u>	<u>FEDERAL CITATION</u>	<u>EQUIV.</u>	<u>NON-EQUIV.</u>
<u>Crosscutters: Economic & Misc. Authorities</u>			
Administration of CAA (§306) & CWA (§508) with respect to Federal contracts, grants, or loans: E.O. 11738 (1973)	42 U.S.C. 7606 et seq. 33 U.S.C. 1368 et seq.	Yes	-
Build America, Buy America Act (BABA)	PL 117-58, §§ 70901-70927	Yes	-
Federal Funding Accountability and Transparency Act (FAFTA)	PL 109-282	Yes	-
Intergovernmental Review: Demonstration Cities and Metropolitan Development Act	42 U.S.C. 3331 et seq. PL 89-754	Yes	-
Intergovernmental Review: Intergovernmental Cooperation Act of 1968	42 U.S.C. 4201 et seq.	Yes	-
Intergovernmental Review: E.O. 12372, as amended (1983)	40 CFR Part 29	Yes	-
Prohibition on Certain Telecom and Video Surveillance Services/Equipment (National Defense Authorization Act)	2 CFR 200.216 PL 115-232 §889	Yes	-
Debarment and Suspension E.O. 12549 (1986)	2 CFR Part 180 2 CFR Part 1532	Yes	-
Uniform Grant Guidance Subaward Procurement and Monitoring (<i>Grants only</i>)	2 CFR 200.317-327 2 CFR 200.331-333	Yes	Yes
Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)	42 U.S.C. 4601 et seq. 40 CFR Part 24 449 CFR Part 91-646	Yes	-
Water Supply Cost Savings Self-Certification (<i>DWSRF only</i>)	42 U.S.C. 300j-3d(b)	Yes	-

* * *

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of Participant:	City of Springfield, Missouri
SRF Loan No. (the "SRF Loan") financing the Financed Facility:	C295859-03
Name of bonds ("Bonds") evidencing the SRF Loan:	Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024
Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan):	[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]
Closing Date of SRF Loan:	[**CLOSING DATE**]
Date Project was completed and was first used:	
Written Name of Person Completing this Questionnaire:	

Item	Question	Response
1 Ownership	1. Was all of the Financed Facility (i.e., the Project financed with the SRF Loan) owned by the Participant during the entire Annual Period?	<u>Question No. 1:</u> Yes No
	<i>If answer to Question No. 1 is "YES," move to Question No. 2.</i> <i>If answer to Question No. 1 is "NO," move to Question No. 1(a).</i> 1(a). Was advice of Bond Counsel obtained prior to the sale or transfer? <i>If answer to Question No. 1(a) is "YES," provide a description of the advice to the Authority, include the description of the advice in the Tax-Exempt Bond File, and move to Question 2.</i> <i>If answer to Question No. 1(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 2.</i>	<u>Question No. 1(a):</u> Yes No

2 Leases, Use Agreements and Other Rights to Possession	2. During the Annual Period, was any portion of the Financed Facility (i.e., the Project financed with the SRF Loan) leased at any time pursuant to a lease or similar use agreement or arrangement for more than 50 days (e.g., an agreement permitting a cell phone tower to be erected on a bond-financed water tower)?	<u>Question No. 2:</u> Yes No
	<i>If answer to Question No. 2 is "NO," move to Question No. 3.</i> <i>If answer to Question No. 2 is "YES," move to Question No. 2(a).</i> 2(a). Was advice of Bond Counsel obtained prior to entering into the lease or similar use agreement or arrangement? <i>If answer to Question No. 2(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 3.</i> <i>If answer to Question No. 2(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 3.</i>	<u>Question No. 2(a):</u> Yes No

Item	Question	Response
3 Management or Service Agreements	3. During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of or provide services with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)(e.g., does a private entity operate or provide services with respect to any portion of the System on behalf of the Participant)?	<u>Question No. 3:</u> Yes No
	<i>If answer to Question No. 3 is "NO," move to Question No. 4.</i> <i>If answer to Question No. 3 is "YES," move to Question No. 3(a).</i> 3(a). Was advice of Bond Counsel obtained prior to entering into the management or service agreement? <i>If answer to Question No. 3(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 4.</i> <i>If answer to Question No. 3(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 4.</i>	<u>Question No. 3(a):</u> Yes No
4 Other Use	4. Was any agreement or arrangement entered into with an individual or entity that grants special legal rights or special economic benefits with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)?	<u>Question No. 4:</u> Yes No
	<i>If answer to Question No. 4 is "NO," sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.</i> <i>If answer to Question No. 4 is "YES," move to Question No. 4(a).</i> 4(a). Was advice of Bond Counsel obtained prior to entering into the agreement or arrangement? <i>If answer to Question No. 4(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.</i> <i>If answer to Question No. 4(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.</i>	<u>Question No. 4(a):</u> Yes No

Name of Person Completing Questionnaire: _____

Date: _____

EXHIBIT D

AUTHORITY'S TAX COMPLIANCE PROCEDURE

**STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY**

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

Dated as of July 25, 2013

July 25, 2013

**STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE**

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(i)

July 25, 2013

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STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Authority Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

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

“Bond Counsel” means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“Clean Water Commission” means the Clean Water Commission of the State of Missouri.

“Clean Water Loan” means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

“Clean Water Participant” means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

“Clean Water SRF Direct Loan Program” means DNR’s State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

“Clean Water SRF Leveraged Loan Program” means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means this State Revolving Funds Programs Tax Compliance Procedure.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

“DNR” means the Missouri Department of Natural Resources, a department of the State of Missouri.

“Drinking Water Commission” means the Safe Drinking Water Commission of the State of Missouri.

“Drinking Water Loan” means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

“Drinking Water Participant” means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

“Drinking Water SRF Direct Loan Program” means DNR’s State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

“Drinking Water SRF Leveraged Loan Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to Section 7.4 or of Participant Loan proceeds pursuant to Section 5.3.

“Financed Facility” means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Intent Resolution” means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

“IRS” means the Internal Revenue Service.

“Participant” means a Clean Water Participant or a Drinking Water Participant.

“Participant Annual Compliance Checklist” means a questionnaire and/or checklist described in Section 5.4 and in the form attached as Exhibit C, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

“Participant Bond Compliance Officer” means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

“Participant Closing Certificate” means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

“Participant Loan” means a Clean Water Loan or a Drinking Water Loan.

“Placed In Service” means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

“Project Facility” means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

“Rebate Analyst” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“Regulations” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“Requisition” means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

“State Revolving Funds Programs” means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

“Tax Compliance Agreement” means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“Tax-Exempt Bonds” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as Exhibit A.

“Tax-Exempt Bond File” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
- (b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

- (c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)
- (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)
- (k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.
- (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

"Trustee" means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Participant Loans Covered by Article IV Procedures. This Article IV applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

Section 4.2. Participant Contact. As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

Section 4.3. Annual Certification From Each Participant. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 4.4. Correcting Prior Deficiencies in Compliance. If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application. This Article V applies to Participant Loans made on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Participant Loan.

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

Section 5.3. Final Written Allocation of Participant Loan Proceeds. The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

Section 5.4. Participant Annual Compliance Checklists; Reviews.

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures. This Article VI applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on Exhibit A.

Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on Exhibit A. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

Section 6.3. Correcting Prior Deficiencies in Compliance. In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on Exhibit A, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

ARTICLE VII

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

Section 7.1. Application. This Article VII applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 7.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 7.3. Accounting and Recordkeeping. The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 7.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VIII

ONGOING MONITORING PROCEDURES

Section 8.1. Annual Compliance Checklists. Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in Section 6.3 to remediate the non-compliance.

Section 8.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE

Series	Dated Issued	Final Maturity Date	Original Principal Amount	Description
2013A	11/26/2013	1/1/2027	101,535,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2015A	2/5/2015	1/1/2036	29,935,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2015B	12/22/2015	7/1/2030	136,105,000	Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)
2018A	10/18/2018	7/1/2038	31,610,000	Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs)
2020B	12/3/2020	7/1/2030	100,760,000	Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs)

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¹ As of [**CLOSING DATE**].

**EXHIBIT B TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)**

Name of tax-exempt bonds ("Bonds"):	
Issue Date of Bonds:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Receipt of Participant Annual Compliance Checklists	Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period?	☐ Yes ☐ No
	If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File. If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
2 Participant Final Written Allocation	For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project?	☐ Yes ☐ No
	If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File. If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File.	
3 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____
Date Completed: _____

**EXHIBIT C TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)**

Name of Participant:	
Name of bonds ("Bonds") financing the Financed Assets:	
Financed Assets: [NOTE: insert Project as defined in Purchase Agreement unless modified during construction]	
Issue Date of Bonds:	
Placed in service date of the Financed Assets:	
Name of Participant Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Were all of the Financed Assets owned by the Participant during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No
2 Leases and Other Rights to Possession	During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant)	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	
4 Other Use	Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Participant Bond Compliance Officer: _____

Date: _____

ESCROW TRUST AGREEMENT

Dated as of December 1, 2024

by and between the
CITY OF SPRINGFIELD, MISSOURI

and

UMB BANK, N.A.,
as paying agent and escrow agent

relating to

NOT TO EXCEED \$6,501,000
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2024

OF THE
CITY OF SPRINGFIELD, MISSOURI

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this “Escrow Agreement”) is entered into as of December 1, 2024, between the CITY OF SPRINGFIELD, MISSOURI, a home rule constitutional charter city and political subdivision of the State of Missouri (the “Participant”), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the “Paying Agent”). *Terms not otherwise defined in the Recitals or Section 1 of this Escrow Agreement have the meanings set forth in the below-defined Purchase Agreement.*

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, the Missouri Department of Natural Resources (“DNR”), in cooperation with the Clean Water Commission of the State of Missouri (the “Commission”), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the “CWSRF Direct Loan Program”) and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of December 1, 2024 (the “Purchase Agreement”) between the Participant and DNR (the “Loan”), and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into the Purchase Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified stormwater facilities (the “Project” as further described in the Purchase Agreement), (b) set forth the parties’ respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund in perpetuity.

4. The Loan will be evidenced by the Bond of the Participant as further described in the Purchase Agreement.

5. As a condition to the execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Escrow Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Escrow Agreement, in the Purchase Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Escrow Agreement:

“Account” means any of the accounts established by Section 4.

“Administrative Expense Fund” means the Fund so designated and established by Section 4. The Administrative Expense Fund does not constitute part of the CWSRF Direct Loan Program.

“Bond” means the Special Obligation Bond (State of Missouri – Direct Loan Program) Series 2024, issued by the Participant pursuant to the Ordinance.

“Bond Debt Service” means the amount of the principal of and interest due on the Bond on the date of calculation required in the Ordinance.

“Business Day” means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

“Construction Fund” means the Fund so designated and established by Section 4.

“Debt Service Fund” means the Fund so designated and established by Section 4.

“Debt Service Reserve Fund” means the Fund so designated and established by Section 4.

“Fund” means any of the funds established by Section 4.

“Interest Account” means the Interest Account established within the Repayment Fund.

“Interest Period” means each six-month period from January 1 through June 30 and July 1 through December 31.

“Paying Agent’s Fee” means (i) an initial one-time fee of \$1,000 payable on the date of issuance of the Bond, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Business Day preceding each January 1 and July 1 (but not less than \$525), for the Paying Agent’s fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as the paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears within 30 days after receipt of a statement from the Paying Agent, in accordance with Section 211 of the Ordinance.

“Principal Account” means the Principal Account established within the Repayment Fund.

“Quarterly Payment” means each quarterly payment to be made by the Participant to the Paying Agent under Section 502 of the Ordinance.

“Repayment Fund” means the Fund so designated and established by Section 4. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement and the Purchase Agreement (other than the execution of this Agreement, the Purchase Agreement and any amendments thereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement and the Purchase Agreement.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Ordinance. Reference or citation in this Escrow Agreement to any provisions of the Purchase Agreement or the Ordinance will incorporate the same as a part of this Escrow Agreement in the same manner and with the same effect as if they were fully set forth in this Escrow Agreement. On the Closing Date, the Participant will cause the documents described in Section 3.1 of the Purchase Agreement to be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Escrow Agreement:

- (a) the Debt Service Fund;
- (b) the Construction Fund;
- (c) the Repayment Fund, consisting of a Principal Account and an Interest Account;
- (d) the Administrative Expense Fund; and
- (e) the Debt Service Reserve Fund.

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of \$474,231.12 will be deposited by the Paying Agent as follows: (i) \$398,225.12 in the Debt Service Reserve Fund; (ii) \$0.00 in the Construction Fund; and (ii) \$76,006.00 in the Administrative Expense Fund.

(b) Upon receipt, all future Purchase Price Installments received from DNR pursuant to Section 3.3 of the Purchase Agreement will be deposited in the Construction Fund.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Construction Fund and the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Reserve Fund pursuant to Sections 7, 8 and 9A on the dates and in the following order of priority:

(i) *First*, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;

(ii) *Second*, on each Principal Payment Date, from the Principal Account of the Repayment Fund all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service;

(iii) *Third*, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Interest Account of the Repayment Fund an amount equal to such deficiency; and

(iv) *Fourth*, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Debt Service Reserve Fund an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bond, each Principal Payment Date and each Interest Payment Date, the Paying Agent will remit to the Owner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date, the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the

Interest Account of the Repayment Fund, which will constitute a credit against the Bond Payments in accordance with Section 502 of the Ordinance.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bond is paid in full will be transferred to the Participant.

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Fund the amounts specified in Section 5(a)(i) and (b).

(b) Within two Business Days after the deposit of a Purchase Price Installment in the Construction Fund, the Paying Agent will make the Disbursement from the Construction Fund to the Participant.

(c) Investment earnings on moneys held in the Construction Fund will be deposited into the Construction Fund and then transferred to the Debt Service Fund pursuant to Section 6.

(d) Investment earnings remaining in the Construction Fund on the Completion of Funding will be transferred to the Debt Service Fund.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit (i) in the Principal Account of the Repayment Fund, the principal component of each Quarterly Payment and any other moneys received from the Participant for deposit in the Principal Account, and (ii) in the Interest Account of the Repayment Fund, the balance of the Quarterly Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Repayment Fund will be disbursed at the times, in the amounts and in the priority, as follows:

(i) *First*, on each Principal Payment Date, from the Principal Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(ii);

(ii) *Second*, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bond, from the Interest Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(iii); and

(iii) *Third*, upon the payment in full of the principal of and interest on the Bond, all moneys remaining on deposit in the Repayment Fund to the Participant in accordance with Section 4.3 of the Purchase Agreement.

(c) If the first transfer in accordance with clause (b)(i) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the date set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement, which shall be the first day of the month that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 211 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The balance of the amount deposited pursuant to Section 5(a)(ii), the Master Trust Bonds Expense, will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

Section 9A. Debt Service Reserve Fund.

(a) Following the initial deposit, the Paying Agent will deposit from time to time into the Debt Service Reserve Fund the amounts received from the Participant pursuant to Section 505 of the Ordinance.

(b) On each Interest Payment Date, if moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service when due, the Paying Agent will immediately transfer an amount equal to such deficiency from the Debt Service Reserve Fund to the Debt Service Fund. Moneys in the Debt Service Reserve Fund may be applied to final payment on the Bond or, at the written direction of the Participant, be applied to the optional redemption of the Bond, provided the Bond is called for redemption pursuant to the terms of the Ordinance, will be redeemed in whole and funds are available (including the amount on deposit in the Debt Service Reserve Fund) to redeem the Bond.

(c) If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, the Paying Agent will provide written notice to the Participant and DNR.

(d) Any investment earnings on the Debt Service Reserve Fund will be credited to the Debt Service Reserve Fund, or if the balance in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, amounts in excess of the Debt Service Reserve Fund will be transferred by the Paying Agent on each January 1 and July 1 to the Debt Service Fund. Upon the payment of all principal and interest on the Bond, the Paying Agent will return any excess funds to the Participant.

Section 10. Calculation of Interest on the Bond Prior to Completion of Funding. Prior to the Completion of Funding, the Paying Agent will make the calculations of the Quarterly Payments due under the Ordinance for each Interest Period pursuant to this Section. For purposes of the first Quarterly Payment of each Interest Period, the Paying Agent will calculate an estimate of the amount of interest due on the next Interest Payment Date based upon an expected disbursement schedule for the Interest Period provided by the Participant to DNR and the Paying Agent. If no expected disbursement schedule is provided, the Paying Agent will calculate an estimate of the interest due on the Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the first Quarterly Payment. For purposes of the second Quarterly Payment, the Paying Agent will calculate the interest due on the next Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the second Quarterly Payment Date and the second Quarterly Payment will be calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bond on the applicable Interest Payment Date.

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that

investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term “net earnings” means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges, subject to annual appropriation by the Participant’s Governing Body, to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (a) the payment of the principal of and interest on the Bond when due, (b) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (c) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Ordinance and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged, subject to annual appropriation by the Participant’s Governing Body, and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bond, except as otherwise expressly provided herein.

Section 13. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Escrow Agreement, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Escrow Agreement against the Paying Agent:

(a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement. The Paying Agent will exercise such of the rights and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7 and 8, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel.

(c) The Paying Agent will not be responsible for any recital herein or in the Ordinance or Purchase Agreement, or for the validity of the execution by the Participant of this Escrow Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bond, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant

in connection with the matters referred to in this Escrow Agreement, except as hereinafter set forth, and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

(d) The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

(e) The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that an Ordinance in the form therein set forth has been adopted by the Participant as conclusive evidence that such Ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Paying Agent to do things enumerated in this Escrow Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct.

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective, be delivered at the principal corporate trust office of the Paying Agent and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Escrow Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

(j) The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Escrow Agreement.

(k) Notwithstanding anything elsewhere in this Escrow Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Escrow Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for

the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

(l) Before taking any action under this Escrow Agreement other than any action under Sections 6, 7 and 8, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Owner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken. Notwithstanding the foregoing, any indemnity provided hereunder by the Owner or other parties shall be limited to the extent permitted by law.

(m) All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Escrow Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the “Anti-Boycott Act”), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this Escrow Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

(a) The Paying Agent’s records related to activities performed under this Escrow Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the EPA in accordance with (i) the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance) and (ii) 2 CFR Part 200. The Paying Agent will maintain such financial transaction records in accordance with accounting principles generally accepted in the United States of America.

(b) The Paying Agent will provide monthly financial reports to DNR, with a copy of each monthly financial report to the Participant. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained under this Escrow Agreement. Each financial transaction register will identify the Bond and contain, for each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 15. Obligations of Paying Agent Limited. In order to make the payments required by this Escrow Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Escrow Agreement will be limited solely to the money and Investment Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Quarterly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bond caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

Section 16. Fees, Charges and Expenses of the Paying Agent.

(a) Subject to annual appropriation by the Participant's Governing Body, the Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Escrow Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement including, but not limited to, costs incurred for giving notice of the redemption of the Bond. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 17. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Owner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Owner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Owner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent, if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Owner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Owner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Owner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Owner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Owner, the Owner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than \$100,000,000, or (B) is owned by a company that has at the time of appointment capital and surplus of not less than \$100,000,000, and (iii) has assets under corporate trust management of not less than \$500,000,000.

(f) Every successor Paying Agent appointed under this Escrow Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Owner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Owner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 18. Amendment. This Escrow Agreement is made for the benefit of the Participant and the Owner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Owner.

Section 19. Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

Each party may change its address by giving written notice of the new address to the other parties.

Section 20. Payments Due on Other Than Business Day. If any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bond or any other payment is due hereunder is not a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 21. Electronic Transactions. The transactions described in this Escrow Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Escrow Agreement.

Section 23. Execution in Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Escrow Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Escrow Agreement will be governed exclusively by the applicable laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF SPRINGFIELD, MISSOURI

City Manager

(SEAL)

ATTEST:

City Clerk

Approved as to Form: _____, City Attorney



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 417-864-1990	
ADDRESS 840 Boonville Road		CITY Springfield	STATE MO
ZIP CODE 65802			
UNIQUE ENTITY ID VMKPNYHAL941	AWARD NUMBER C295859-03G	BUDGET PERIOD 12/01/2024-11/30/2026	PROJECT PERIOD 12/01/2024-11/30/2026
RECIPIENT PROJECT MANAGER NAME Kirkland Preston		RECIPIENT PROJECT EMAIL ADDRESS kpreston@springfieldmo.gov	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 417-864-1990

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

The Renew Jordan Creek – Main to Boonville project will daylight approximately 1,200 linear feet of Jordan Creek that is currently enclosed in concrete box culverts and create a mixed-use urban park adjacent to the creek that would serve as a community gathering space. The project also aims to reduce flooding in downtown Springfield and improve the ecological conditions of Jordan Creek. The project includes all necessary appurtenances and tasks to complete the project and have an operable system. The project further includes all changes agreed to in writing by the city and the department. The Clean Water State Revolving Fund Affordability Grant is for \$2,000,000 and the Water Quality Incentive Grant is for \$1,500,000, for a total grant award of \$3,500,000.

TYPE OF ASSISTANCE New Award ☒ Amendment ☐	SOURCE OF FUNDING Federal ☒ State ☐ Other ☐	CFDA NUMBER 66.458	CFDA NAME Capitalization Grants - Clean Water SRF
STATE PROJECT MANAGER NAME Kara Simon		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 573-522-2551	INDIRECT COST RATE FOR RECIPIENT
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:	\$ 3,500,000.00	35 %	\$ 0.00	0 %	\$ 3,500,000.00	35 %
State/Other Award:	\$ 0.00	0 %	\$ 0.00	0 %	\$ 0.00	0 %
Recipient Match:	\$ 6,501,000.00	65 %	\$ 0.00	0 %	\$ 6,501,000.00	65 %
Total Award:	\$ 10,001,000.00	100 %	\$ 0.00	0 %	\$ 10,001,000.00	100 %

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 Clean Water State Revolving Fund Grant (Affordability & WQIG)		APPLICATION NUMBER	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 02/23/2023
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 # 3
ADDITIONAL ATTACHMENTS Attachment #		Attachment #	

AMENDMENT INFORMATION

AMENDMENT ID AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FFY 2021 Clean Water State Revolving Fund Capitalization Grant - These funds will be used to provide financial assistance for wastewater infrastructure costs in the State of Missouri under Title VI of the Clean Water Act. (The department may use other funding sources it has the legal authority to commit including the Water and Wastewater Loan Revolving Fund.)

FEDERAL AWARING AGENCY Environmental Protection Agency		FEDERAL AWARD ID NUMBER CS290001-26	PASS THROUGH ENTITY NAME MoDNR, DEQ, FAC
FEDERAL FUNDING YEAR 2021	FEDERAL AWARD DATE 09/27/2021	TOTAL AMOUNT OF FEDERAL AWARD \$ 44,047,000	INDIRECT COST RATE FOR MoDNR 23.59 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐ *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐ *This question is optional.			

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

Dru Buntin, Director

780-2664 (6-22)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

CERTIFICATE OF CITY ATTORNEY

Approved as to form: _____, City Attorney

**Terms of Financial Assistance Agreement
Clean Water State Revolving Fund**

I. Administrative Terms

1. The recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

2. General Compliance, 40 Code of Federal Regulations (CFR) Part 33 - The recipient agrees to comply with the requirements of U.S. Environmental Protection Agency's (USEPA's) Program for Utilization of Disadvantaged Business Enterprises (DBE) in procurement under assistance agreements, contained in 40 CFR Part 33. The recipient must create and maintain a bidders list of all contractors and their subcontractors bidding or quoting USEPA assisted projects. The recipient must keep the bidders list until the project period for the financial assistance has ended. The following information must be obtained from all prime and subcontractors:
 - a. Entity's name and point of contact;
 - b. Entity's mailing address, telephone number, and e-mail address;
 - c. The procurement on which the entity bid or quoted, and when; and
 - d. Entity's status as a DBE or Non-DBE.
3. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR 1536.225. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in 2 CFR 1536.300.

Recipients may find details concerning violations of this condition under 2 CFR 1536.500.

4. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.
5. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states

that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

6. The recipient and all subrecipients shall be subject to the Federal False Claims Act (31 U.S.C. §§ 3729-3733). The law applies to any federally funded contract or program and establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the United States government for payment.

II. Programmatic Terms

1. The recipient understands that the use of their work force to perform State Revolving Fund (SRF) funded construction oversight is not eligible for reimbursement under Missouri's SRF program.
2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Missouri Department of Natural Resources (department) project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the department project manager with an amended schedule and an explanation for the changes.
3. The recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).
4. The recipient agrees to properly operate and maintain all facilities and systems funded in whole or part by this agreement for the useful life of those facilities and systems.
5. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.
6. The recipient agrees to submit the reimbursement request along with supporting documentation for approval and reimbursement no more frequently than monthly. The department will pay each eligible invoice in accordance with the match percentage outlined in the fully executed FAA. In addition, the recipient shall pay any ineligible invoice amount and 100 percent of costs that exceed the federal award amount listed on the FAA.

The recipient should submit documentation to:

- a. deqwpcpfacaccounting@dnr.mo.gov (preferred), or
- b. Department of Natural Resources – Financial Assistance Center
Attn: FAC Accounting
P.O. Box 176, 1101 Riverside Drive
Jefferson City, MO 65102-0176

7. Generally Accepted Accounting Principles. In accordance with Sec. 602(b)(9) of the Federal Water Pollution Control Act, the recipient shall maintain project accounts in

accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

8. Architectural and Engineering (A/E) Procurement. The procurement of A/E services shall be in accordance with Sec. 602(b)(14) of the Federal Water Pollution Control Act.
9. American Iron and Steel Products. In accordance with Sec. 608(a) of the Federal Water Pollution Control Act, the recipient assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608(d) of the Federal Water Pollution Control Act.
10. In accordance with the National Defense Authorization Act, Section 889, as described in Public Law 115-232 and 2 CFR 200.216, known as the *Prohibition on certain telecommunications and video surveillance services or equipment*, SRF recipients and subrecipients are prohibited from obligating or expending loan or grant funds to
 - a. Procure or obtain;
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment includes those produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statutes, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

A. **Method of Payment.** The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good

cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. Retention and Custodial Requirements for Records. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. Program Income.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.
2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires

that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. **Financial Management Systems.** The financial management systems of the recipient must meet the following standards:

1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number

(FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department’s request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees;
7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

- F. **Reporting of Program Performance.** The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor’s Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.
 6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
 8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:

- a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
9. Extending the agreement past the original completion date requires approval of the Department.

H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

- 1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes or \$5,000.
 - a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.

- c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.
- 2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
 - a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - c. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - d. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:

- a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.
 - d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a

royalty- free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.

- L. **Prior Approval for Publications.** The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the Department.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
 - 1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.
 - 2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and

the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.
- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive

Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post- consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

- V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above. For EPA funded financial assistance agreements, when required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. **Termination**

1. **Termination for Cause.** The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.

2. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
 3. Financial assistance agreements are not transferable to any person or entity.
 4. Department and the recipient remain responsible for compliance with all closeout requirements.
- Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:
1. Suspend or terminate, in whole or part, the current agreement;
 2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or

employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is \$30,000 or more or an amendment increases the award amount to \$30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):
1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
 2. A unique entity identifier of the entity receiving the financial assistance;
 3. A unique entity identifier of the parent entity of the recipient; and
 4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year
- EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.
- FF. **Competency.** The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.
- GG. **Prohibition on certain telecommunications and video surveillance service or equipment.** Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is

- (A) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (B) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (C) Telecommunications or video surveillance services provided by such entities or using such equipment.\
- (D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with [2 CFR 200.471](#),

- (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, [and] cloud servers are allowable except for the following circumstances:
- (b) Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in [2 CFR] 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or renew a contract) to procure, or
 - (3) Obtain the equipment, services, or systems

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.
13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
 3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
 4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
 5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
 6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
 7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
 8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
 9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.
- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.
- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.
- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.
- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

Exhibit F
City of Springfield - Jordan Creek Stormwater (C295859-03)
Direct Loan Amortization (Level Debt)

11.01.2024

12/1/2024
12/26/2026

Estimated date of Loan closing:
Estimated Initiation of Operations:

Loan Statistics

Principal Amount:	6,501,000	Day-count Method	30/360		
Interest Rate:	1.45%			Denomination	\$ 100
Dated Date:	12/1/2024			Prin. Pmts/Yr	2
Issue Date:	12/1/2024			Total Prin.Pmts	25
First Interest Payment Date	7/1/2025				
First Principal Payment Date	1/1/2027				
Last Payment	1/1/2039	Admin Fee	0.50%		

FYE 210
30-Jun

Payment Date	Payment Number	Interest	Principal	Total P & I	Annual Payment	Principal Balance	Admin Fee	Total P&I + Admin Fee	Annual Outlay
12/1/24				-		6,501,000.00		-	
1/1/25				-	-	6,501,000.00		-	-
7/1/25		54,987.63		54,987.63		6,501,000.00		54,987.63	
1/1/26		47,132.25		47,132.25	102,119.88	6,501,000.00		47,132.25	102,119.88
7/1/26		47,132.25		47,132.25		6,501,000.00		47,132.25	
1/1/27	1	47,132.25	231,000.00	278,132.25	325,264.50	6,270,000.00	16,252.50	294,384.75	341,517.00
7/1/27	2	45,457.50	233,000.00	278,457.50		6,037,000.00	15,675.00	294,132.50	
1/1/28	3	43,768.25	235,000.00	278,768.25	557,225.75	5,802,000.00	15,092.50	293,860.75	587,993.25
7/1/28	4	42,064.50	238,000.00	280,064.50		5,564,000.00	14,505.00	294,569.50	
1/1/29	5	40,339.00	240,000.00	280,339.00	560,403.50	5,324,000.00	13,910.00	294,249.00	588,818.50
7/1/29	6	38,599.00	242,000.00	280,599.00		5,082,000.00	13,310.00	293,909.00	
1/1/30	7	36,844.50	245,000.00	281,844.50	562,443.50	4,837,000.00	12,705.00	294,549.50	588,458.50
7/1/30	8	35,068.25	247,000.00	282,068.25		4,590,000.00	12,092.50	294,160.75	
1/1/31	9	33,277.50	250,000.00	283,277.50	565,345.75	4,340,000.00	11,475.00	294,752.50	588,913.25
7/1/31	10	31,465.00	252,000.00	283,465.00		4,088,000.00	10,850.00	294,315.00	
1/1/32	11	29,638.00	254,000.00	283,638.00	567,103.00	3,834,000.00	10,220.00	293,858.00	588,173.00
7/1/32	12	27,796.50	257,000.00	284,796.50		3,577,000.00	9,585.00	294,381.50	
1/1/33	13	25,933.25	259,000.00	284,933.25	569,729.75	3,318,000.00	8,942.50	293,875.75	588,257.25
7/1/33	14	24,055.50	262,000.00	286,055.50		3,056,000.00	8,295.00	294,350.50	
1/1/34	15	22,156.00	264,000.00	286,156.00	572,211.50	2,792,000.00	7,640.00	293,796.00	588,146.50
7/1/34	16	20,242.00	267,000.00	287,242.00		2,525,000.00	6,980.00	294,222.00	
1/1/35	17	18,306.25	270,000.00	288,306.25	575,548.25	2,255,000.00	6,312.50	294,618.75	588,840.75
7/1/35	18	16,348.75	272,000.00	288,348.75		1,983,000.00	5,637.50	293,986.25	
1/1/36	19	14,376.75	275,000.00	289,376.75	577,725.50	1,708,000.00	4,957.50	294,334.25	588,320.50
7/1/36	20	12,383.00	278,000.00	290,383.00		1,430,000.00	4,270.00	294,653.00	
1/1/37	21	10,367.50	280,000.00	290,367.50	580,750.50	1,150,000.00	3,575.00	293,942.50	588,595.50
7/1/37	22	8,337.50	283,000.00	291,337.50		867,000.00	2,875.00	294,212.50	
1/1/38	23	6,285.75	286,000.00	292,285.75	583,623.25	581,000.00	2,167.50	294,453.25	588,665.75
7/1/38	24	4,212.25	289,000.00	293,212.25		292,000.00	1,452.50	294,664.75	
1/1/39	25	2,117.00	292,000.00	294,117.00	587,329.25	-	730.00	294,847.00	589,511.75
		785,823.88	6,501,000.00	7,286,823.88			219,507.50	7,506,331.38	7,506,331.38

Loan Amount \$ 6,501,000.00

Average annual payment	588,566.34
Monthly payment	49,047.20

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit G

Budget Adjustment
036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
47130	20	73020	408070	102790	00000	\$6,026,768.88	2024 SRF Loan Proceeds (estimated) - Construction
36020	20	73020	408070	102790	00000	474,231.12	2024 SRF Loan Proceeds (estimated) - Issuance & Other Financing Costs and Reserves
46050	20	73020	416010	102790	00000	3,500,000.00	2024 Water Quality Incentive Federal Grant & Clean Water SRF Affordability Federal Grant
Net Revenue Adjustment						\$10,001,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
47130	20	73020	509110	102790	00000	\$6,026,768.88	Renew Jordan Creek Main to Boonville
36020	20	73020	509350	102790	00000	474,231.12	Issuance & Other Financing Costs and Reserves
46050	20	73020	509110	102790	00000	3,500,000.00	Renew Jordan Creek Main to Boonville
Net Expenditure Adjustment						\$10,001,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate 2024 SRF loan proceeds and a 2024 Water Quality Incentive Federal Grant & Clean Water SRF Affordability Federal Grant for the Renew Jordan Creek Main to Boonville Project and any related issuance and/or other financing costs.

Requested By:

Dan Smith 11-12-2024
Department Head Date

Approved By:

DL Hill 11-12-2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-253
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-254 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville project; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of \$22,396,279 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

PURPOSE: Approving the plans and specifications for Project A – Renew Jordan Creek – Main to Boonville and authorizing the execution of a construction contract between the City of Springfield, Missouri and Branco Enterprises, Inc. (“Branco”) to set the Guaranteed Maximum Price (“GMP”) for construction in the amount of \$22,396,279.

BACKGROUND INFORMATION: Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk (“CMAR”) project delivery method for Renew Jordan Creek – Main to Boonville and Jordan Creek Box Culvert at IDEA Commons.

Project A, also known as Renew Jordan Creek – Main to Boonville, includes excavation of more than 38,000 cubic yards of soils to create naturalized open channel between North Main Avenue and North Boonville Avenue. The project also includes sanitary sewer main improvements, installation of civic plaza spaces, greenway trail segments, dog park facilities, pre-engineered arch bridge, and site-wide ADA improvements, paving, and green infrastructure improvements consisting of bioswales and native planted riparian areas. Project A shall be constructed on concurrent timelines with Project B (Jordan Creek Box Culvert at IDEA Commons) but shall be completed under separate construction contract amendment and GMP specific solely to Project A construction.

Bids were solicited for various work packages for Project A by advertising in the *Daily Events* and *Springfield News Leader* from August 2, 2024 through August 6, 2024. Bids were opened for individual bid packages and read publicly by the CMAR (Branco) on September 20, 2024, with the following low bidders for the various work packages:

Work Package (low bidder)	Bid Amount
Concrete Flatwork (Hunter Chase)	\$1,223,036
Structural Concrete (Branco)	\$3,873,123
Box Culvert (Hartman)	\$4,131,824
Masonry (Thornton)	\$747,717



Site Furnishings (Branco)	\$871,215
Electrical (Meyer)	\$1,787,100
Earthwork (Branco)	\$2,928,379
Sewer (Branco)	\$722,265
Landscape (Hermes)	\$2,776,927
Synthetic Turf (Synlawn)	\$46,280
Fence (Robinson)	\$498,656
Asphalt (APAC)	\$143,41

General Conditions & Fees	Amount
RR Insurance, flagging, fencing	\$395,000
Allowances	\$49,450
Cost of Work General Conditions	\$267,773
General Conditions	\$1,183,962
CM Contingency	\$318,767
CM Fee	\$431,395
<i>Branco GMP</i>	<i>\$22,396,279</i>

In addition to previously budgeted and allocated Level Property Tax funds in the amount of \$7,543,619, Project A construction will be funded as follows per Council Bill 2024-086, approved May 6, 2024, which included the following budget adjustments:

- \$3,000,000 of Environmental Services funds are budgeted toward site-wide green infrastructure improvements on Renew Jordan Creek - Main to Boonville.
- \$500,000 allocated to "Project A" sanitary sewer main infrastructure improvements of the \$1,000,000 of Environmental Services Clean Water Funds Budgeted to the project.
- \$3,000,000 of ARPA grant funds administered by Missouri Department of Natural Resources ("MDNR"), partially allocated toward construction of Renew Jordan Creek - Main to Boonville

Other grant funding sources budgeted toward construction include:

- \$300,000 EPA Section 319 Grant administered by MDNR (Council Bill 2021-026)
- \$400,000 NRDAR Grant administered by MDNR (Council Bill 2024-073)
- \$500,000 Local ARPA Grant (Council Bill 2022-176)
- \$3,749,711 Department of Economic Development ARPA Grant (Council Bill 2023-116)

Design and other project expenses have been incurred and funded from the above budget amounts.

In addition, Project A construction is being partially funded through the MDNR State Revolving Fund ("SRF") Loan program and associated SRF Program Water Quality



Incentive Grant (“WQIG”) and Affordability Grant as approved by Council Bill 2023-033 on February 6, 2023. Public Works plans to submit a Council Bill for consideration for special obligation bond issuance and acceptance of a SRF loan and associated grants to fund the costs of this project. The amount of the SRF loan and associated grants is as follows:

- \$6,501,000 SRF Loan including anticipated closing costs, toward construction of Renew Jordan Creek - Main to Boonville
- \$3,500,000 Clean Water State Revolving Fund Grant (Affordability Grant and WQIG) toward construction of Renew Jordan Creek - Main to Boonville

REMARKS: Public Works recommends award of the construction contract to set the GMP for construction of Project A – Renew Jordan Creek - Main to Boonville.

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 11/12/2024

Attachments:

1. RJC Project A Branco GMP_ord
2. 1_PROJECT A (RJC) GMP Amendment_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 11-12-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-254

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Project A – Renew Jordan Creek –
2 Main to Boonville project; accepting the guaranteed maximum price
3 proposed by Branco Enterprises, Inc. in the amount of \$22,396,279 for
4 said project; and authorizing the City Manager, or designee, to enter
5 into a contract with Branco Enterprises, Inc.
6 _____
7

8 WHEREAS, Resolution 10527 declared the intent of the City of Springfield to
9 utilize the Construction Manager at Risk (“CMAR”) project delivery method for the
10 Renew Jordan Creek – Main to Boonville project (“Project A”) and Jordan Creek Box
11 Culvert at IDEA Commons project (“Project B”); and
12

13 WHEREAS, Branco Enterprises, Inc. (“Branco”) was selected as the CMAR for
14 both Project A and Project B, which shall proceed concurrently; and
15

16 WHEREAS, Project A includes excavation of more than 38,000 cubic yards of
17 soil to create naturalized open channel between North Main Avenue and North
18 Boonville Avenue, sanitary sewer main improvements, installation of civic plaza spaces,
19 greenway trail segments, dog park facilities, pre-engineered arch bridge, and site-wide
20 Americans with Disabilities Act (“ADA”) improvements, paving, and green infrastructure
21 improvements consisting of bioswales and native planted riparian areas; and
22

23 WHEREAS, bids for various work packages for Project A were solicited by
24 advertisement in the *Daily Events* and *Springfield News Leader* from August 2, 2024
25 through August 6, 2024, with bids opened and read publicly by Branco on September
26 20, 2024; and
27

28 WHEREAS, based on the plans, specifications, and bids received, Branco
29 developed the guaranteed maximum price (“GMP”) of \$22,396,279 for Project A, as
30 depicted in GMP Amendment #1 attached hereto and incorporated herein as “Exhibit
31 A”; and
32

33 WHEREAS, the GMP, if accepted, will be funded from several funding sources,
34 including the Level Property Tax, Environmental Services funds, various ARPA grant
35 funds, EPA Section 319 Grant funds, NRDAR Grant funds, the Missouri Department of
36 Natural Resources State Revolving Fund ("SRF") Loan program, and other sources
37 including proceeds from the issuance of special obligation bonds, and are already
38 budgeted or will be budgeting by separate council bills.
39

40 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
41 SPRINGFIELD, MISSOURI, as follows, that:
42

43 Section 1 – City Council hereby approves the plans and specifications for Project
44 A, Renew Jordan Creek – Main to Boonville, and accepts the guaranteed maximum
45 price ("GMP") of Branco Enterprises, Inc. for said Project at the not to exceed price and
46 sum of \$22,396,279.
47

48 Section 2 – The City Manager, or designee, is hereby authorized to enter into a
49 contract with said bidder for such work in accordance with the terms of the bid, the
50 plans, the specifications, and "Exhibit A," provided such contract is in a form approved
51 by the City Attorney.
52

53 Section 3 – This Ordinance shall be in full force and effect from and after
54 passage.
55

56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

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

68 _____
69 Approved for Council action:  _____, City Manager



Phone: 417-451-5250 · Fax: 417-451-2851 · www.branco.com

Exhibit A

Neosho Office: 12033 E Highway 86
Neosho, MO 64850

Springfield Office: 1525 E Republic Rd, Ste. A-125
Springfield, MO 65804

Mailing Address: P.O. Box 459
Neosho, MO 64850

**Project A-2019PW0073, Stormwater Improvements Jordan Creek
Main to Boonville
GMP Amendment #1
October 4, 2024**

This Guaranteed Maximum Price (GMP) Amendment is based on the following Contract Documents:

- Project No. 2019PW0073 Plans dated July 18, 2024
- Project No. 2019PW0073 JSP Documents dated July 29, 2024
- City Utilities Drawing No. 86088 Sheets 1 – 4 dated July 7, 2024
- Project No. 2019PW0073 Addenda 1-3

The GMP is based on the following Qualifications and Clarifications:

1. GMP excludes costs associated with third party inspections and testing.
2. GMP excludes costs associated with abandoning, establishing, or moving City Utilities water, gas and electric infrastructure except for items specifically required by the Job Special Provisions.
3. GMP excludes costs associated with City, County, State and Federal Permits.
4. GMP excludes sales tax.
5. GMP excludes costs associated with Archaeological Monitoring.
6. GMP excludes Owner Contingency.
7. GMP excludes Design Team and Owner construction administration costs.
8. GMP excludes costs associated with Railroad Monitoring.
9. GMP includes costs associated with Railroad Flagging.
10. GMP includes costs associated with Railroad Protective Liability Insurance.
11. GMP includes costs for temporary power, gas, water, telecom, etc.
12. Includes Allowances shown on Project GMP Breakdown.
13. Includes cost savings for using alternative stone product.
14. GMP includes \$318,767.00 (+/- 1.5%) as a CMAR contingency.
 - This contingency is for the CMAR's use for such cost as:
 - Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget."
 - Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e., "scope gaps").
 - CMAR Contingency does not include added scope or changes in scope, which are the basis for change orders.

- CMAR Contingency does not include increases in the Cost of Work identified through the further refinement and development of the Construction Documents.
- CMAR Contingency does not include unforeseen site conditions such as buried artifacts, archaeological items, utilities and contaminated or unsuitable soil.

GMP is based on a Substantial Completion date of December 2, 2026, and Final Completion Date of December 31, 2026.

GMP Amendment #1 Total without Alternates.....**\$22,396,279.00**

OWNER***CONSTRUCTION MANAGER***

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

Attachments:

1. List of Plans and JSP Documents used for preparing the GMP.
2. Project GMP Summary
3. Completed Form of Proposal - GMP Unit Price Breakdown

Attachment #1

List of Plans and JSP Documents

Plans:

W1, Cover Sheet
W2, Sheet Lists
W3, Existing Conditions
W4, General Notes & Quantities
W5, Survey Control
W6 – W11, Alignment Data
W12 – W14, Right of Way Plan
W15, Overall Demolition Plan
W16 – W19, Enlarged Demolition Plans
W20, Overall Site Plan
W21 – W25, Enlarged Site Plans
W26, Overall Grading Plan
W27 – W31, Enlarged Grading Plans
W32, West Retaining Wall
W33, East Retaining Wall #1
W34, East Retaining Wall #2
W35, East Retaining Wall #3
W36 – W37, Bioretention Cells Grading Plans
W38 – W39, Wetland Grading Plans
W40, Silva Cell Layout
W41, Dog Park Bioretention Cell Underdrains
W42, Water St. Bioretention Cell Underdrains
W43 – W44, Storm Sewer Plan & Profiles
W45 – W46, Channel Plans & Profiles
W47, North RCB Plan & Profile
W48, Low Flow Diversion Plan & Profile
W49, North RCBC Extension Plan and Profile
W50, South RCBC Extension Plan and Profile
W51 – W56, Channel Cross Sections
W57 – W60, Channel Typical Sections
W61 – W64, Details
W65 – W66, Retaining Walls – Typical Sections and Details
W67, Retaining Walls – Joint Details
W68, Retaining Walls – Miscellaneous Details

W69, RCB – CIP Culvert Transition and Headwalls
W70, RCB – CIP Culvert Cut Sections & Pipe Penetration Details
W71, RCB – CIP Culvert Typical Sections
W72, RCBC Extension – End Section General Plan
W73 – W74, RCBC Extension – End Section Reinforcing Details
W75, RCBC Extension – End Section Typical Sections
W76, RCBC Extension – Cambell Ave Transition Structure Plan
W77, RCBC Extension – Cambell Ave Transition Reinforcing Details
W78, RCBC Extension – Cambell Ave Transition Structure
W79, Low Flow Diversion – RCB and Weir Details
W80, Low Flow Diversion – Typical Sections
W81, Low Flow Diversion – Temporary Shoring Details
W82, RCB Lid Repair Details
W83, Cambell Ave Arch Structure – General Notes & Plan
W84, Cambell Ave Arch Structure – Foundation Details
W85, Cambell Ave Arch Structure – Head and Wingwall Details
S1 – S3, Sanitary Sewer Plan and Profiles
S4, Sanitary Sewer Details
E1, Construction Phasing Notes
E2, West Pre-Construction Phase Erosion Control Plan
E3, East Pre-Construction Phase Erosion Control Plan
E4, West Construction Phase Erosion Control Plan
E5, East Construction Phase Erosion Control Plan
E6, West Post-Construction Phase Erosion Control Plan
E7, East Post-Construction Phase Erosion Control Plan
E8 – E9, Erosion Control Details
T1-T2, Typical Sections
T3, Boonville Avenue Roadway Plan and Profile
T4, Cambell Avenue Plan and Profile
T5, Boonville Avenue Geometric Plan
T6, Cambell Avenue Geometric Plan
T7, Sidewalk Ramp Layouts
T8, Standard Details
T9 – T16, Traffic Control Plans
T17, Traffic Control Details
T18, Pavement Marking and Signing Plan
T19-T20, Boonville Avenue Cross Sections
T21-T22, Cambell Avenue Cross Sections
L1, Hardscape & Landscape Summary Sheet

L2, Overall Hardscape Plan
L3, Hardscape Materials, and Amenity Plan
L4, Hardscape Materials, and Amenity Plan
L5 – L6, Hardscape Layout Plans
L7 – L12, Hardscape Layout Enlargement Plans
L13, Hardscape Layout Point Tables
L14, Hardscape Details – Paving
L15 – L16, Hardscape Details – Wall and Bridge Elevations
L17, Hardscape Details - Wall and Bridge Sections
L18 – L21, Hardscape Details – Site Furnishings
L22, Overall Landscape Plan
L23 – L24, Landscape Overstory Plans
L25 – L26, Landscape Understory Plans
L27, Landscape Details
L28, Overall Irrigation Plan
L29, Irrigation Mainline & Control Wire Plan
L30 – L31, Irrigation Plans
L32 – L33, Irrigation Details
P1, General Electrical Information
P2, Overall Plan
P3 – P4, Site Plans
P5, Electrical Riser Diagram
P6 – P7, Electrical Details
P8, Electrical Schedules
P9, Electrical Specifications
R1, General Notes and Key Plan
R2 – R3, General Plan and Elevation
R4, Sections B-B, C-C, & D-D
R5, Typical Precast Box Culvert Details
R6, BC1 Thru BC12-202.294 Box Culvert Details
R7, BC13-202.294 Box Culvert Details
R8, BC14-202.294 Box Culvert Details
R9, BC15-202.294 Box Culvert Details
R10, Cast-In-Place Elbow Box Culvert Details

Job Special Provisions:

JSP-1, Additional Insured
JSP-2, Control of work, inspection, and testing
JSP-3, Working hours, access, and street closures
JSP-4, Certified Payroll Submittal
JSP-5, Required Contract Milestones
JSP-6, Submittals
JSP-7, Geotechnical & Subsurface Information
JSP-8, SWPPP
JSP-9, Control of Groundwater & Surface Water
JSP-10, Utility Coordination
JSP-11, Project Construction Phasing
JSP-12, Army Corps of Engineers, Section 404 Permit
JSP-13, MBE & WBE
JSP-14, Communications & Public Meetings
JSP 15, Directional Drilling for CU Electric Work
JSP 16, Temporary Sanitary By-Pass Pumping
JSP-17, Historical & Archeological Artifact Encountered During Construction
JSP-18, Mobilization & Bonds
JSP-19, City Utilities Property Requirements
JSP-20, City Utilities Subsite 3 Excavated Soil Disposal Site
JSP-21, MMP & HASP
JSP-22, City Utilities Electrical Specifications
JSP-100, Removals
JSP-200, Signing & Striping
JSP-300, Site Furnishing
JSP-400, Planting & Seeding
JSP-500, Portland Cement Concrete
JSP-600, Electrical
JSP-700, Fencing
JSP-800, Stormwater
JSP-900, Sanitary Sewer
JSP-1000, Irrigation
JSP-1100, Railroad
JSP-1200, Wall Structure Stonework
JSP-1300, Structural
JSP-1400, Pre-Engineered Arch Bridge
JSP-1500, Erosion Control

General Conditions and Technical Specifications:

2023 City of Springfield General Conditions and Technical Specifications for Public Improvements at

<https://www.springfieldmo.gov/DocumentCenter/View/63210/July-2023-General-Conditions-and-Technical-Specifications>

Attachment #2 Project GMP Breakdown

PROJECT GMP BREAKDOWN

Project: Renew Jordan Creek Box Culvert - Main to Boonville Project A

Date: 10/1/24

By: Rob Lichtenberg

Bid Packages		Total	Recommendation
BP.03.01a	Concrete Flatwork	\$1,223,036	Hunter Chase
BP.03.02a	Structural Concrete	\$3,873,123	Branco
BP.03.03a	Box Culvert	\$4,131,824	Hartman
BP.04.01a	Masonry	\$747,717	Thornton
BP.06.01a	Site Furnishings	\$871,215	Branco
BP.26.01a	Electrical	\$1,787,100	Meyer
BP.31.01a	Earthwork	\$2,928,379	Branco
BP.31.02a	Sanitary Sewer & Water	\$722,265	Branco
BP.31.04a	Landscaping & Pavers	\$2,776,927	Hermes
BP.31.05a	Synthetic Turf	\$46,280	SynLawn
BP.31.06a	Fence	\$498,656	Robinson
BP.32.02a	Asphalt	\$143,410	APAC
Subtotal		\$19,749,932	
Allowances			Unit Prices
1	50cy-JSP 21 Excavate & Stockpile Contaminate Soil	\$450	\$9.00
2	100cy-Removal of Unsuitable Soil & Replacement w/Compacted Fill	\$0	\$70.00
3	1,400cy-JSP 20 CU Subsite 3	\$49,000	\$35.00
4	500cy-Removal of Trench Rock & Replacement w/Compacted Fill	\$0	\$275.00
5	400cy-Removal of Mass Rock & Replacement w/Compacted Fill	\$0	\$275.00
6	100cy-Removal of Contaminated Soil & Replacement w/Compacted Fill	\$0	\$90.00
Subtotal		\$49,450	
Alternates			
1	Add Alternate 1	\$983,190.00	\$0
1a	Add Alternate 1a	\$34,534.00	\$0
Subtotal		\$0	
General Conditions		\$1,183,962	
Construction Fence, Railroad Insurance & Railroad Flagging		\$395,000	
Cost of Work General Conditions		\$267,773	
Owner Contingency (to be carried outside of GMP)		\$0	
TOTAL		\$1,846,735	
Total of Bid Packages, General Conditions, Allowances & Alternates		\$21,646,117	
CMR-Contingency (1.5%)		\$318,767	
CMR Fee (2%)		\$431,395	
Total Project GMP		\$22,396,279	

Attachment #3
Completed Form of Proposal
Unit Price Breakdown

CITY OF SPRINGFIELD						
PUBLIC WORKS DEPARTMENT						
840 North Boonville Avenue						
Springfield, MO 65802						
RENEW JORDAN CREEK - BOONVILLE TO MAIN PROJECT A						
FORM OF PROPOSAL-ADDENDUM #2						
CITY OF SPRINGFIELD STANDARD PAY ITEMS - BOONVILLE TO MAIN						
ITEM NO.	DESCRIPTION		QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.1.4	Clearing & Grubbing	1	LS	\$79,471.00	\$79,471.00
2A	COS-3.2.4.2 UN	Excavation (UNRESTRICTED)	24,482	CY	\$38.35	\$938,796.00
2B	COS-3.2.4.2 MD	Excavation (MODERATELY RESTRICTIVE)	7,623	CY	\$32.23	\$245,714.00
2C	COS-3.2.4.2 R	Excavation (RESTRICTIVE)	9,551	CY	\$38.90	\$371,554.00
3	COS-3.2.5.5.1	Earth Embankment	1,388	CY	\$7.78	\$10,799.00
4	COS-3.2.6.2.2	Undegrading	100	CY	\$80.03	\$8,003.00
5	COS-3.5.4.2	Miscellaneous Removals	1	LS	\$174,880.00	\$174,880.00
6	COS-3.6.4.1	Asphalt Pavement Removal	10945	SY	\$12.09	\$132,358.00
7	COS-3.6.4.2	Concrete Pavement Removal	3,270	SY	\$23.06	\$75,415.00
8	COS-3.6.4.4	Curb & Gutter Removal	1,695	LF	\$7.40	\$12,536.00
9	COS-3.6.4.5	Sidewalk Removal	1,249	SY	\$17.68	\$22,086.00
10	COS-4.1.5.1.1.36	36" PVC Pipe	117	LF	\$822.50	\$96,233.00
11	COS-4.1.5.2	Concrete Encasement (SAN-12)	130	LF	\$462.38	\$60,109.00
12	COS-4.2.5.1.60	Standard (I.D.) Manhole	5	EA	\$15,294.00	\$76,470.00
13	COS-4.2.5.4.60	Manhole Depth Exceeding 6 feet	35	VF	\$354.57	\$12,410.00
14	COS-4.3.5	Manhole Adjustment	7	EA	\$1,778.43	\$12,449.00
15	COS-5.1.5.1.15	15" Circular Storm Pipe (RCP)	18	LF	\$150.06	\$2,701.00
16	COS-5.1.5.1.24	24" Circular Storm Pipe (RCP)	133	LF	\$163.39	\$21,731.00
17	COS-5.1.5.1.12	12" Circular Storm Pipe (PP)	50	LF	\$114.48	\$5,724.00
18	COS-5.1.5.1.24	24" Circular Storm Pipe (PP)	144	LF	\$160.06	\$23,048.00
19	COS-5.1.5.5.24	24" Flared End Section	2	EA	\$1,087.00	\$2,174.00
20	COS-5.2.5.1.48.48	4'x4' SS-1 Junction Box	2	EA	\$6,113.00	\$12,226.00
21	COS-5.2.5.3.84.36	7'x3' SS-3 Curb Inlet	3	EA	\$5,557.33	\$16,672.00
22	COS-5.2.5.5.36.36	3'x3' SS-5 Area Inlet	1	EA	\$6,669.00	\$6,669.00
23	COS-7.6.6	Construction Surveying	1	LS	\$81,631.00	\$81,631.00
24	COS-7.7.6	Temporary Traffic Control	1	LS	\$79,618.00	\$79,618.00
25	COS-8.1.5	Portland Cement Concrete Curb and Gutter	712	LF	\$52.12	\$37,110.00
26	COS-9.1.5.1.6	6" Concrete Pavement	891	SY	\$95.91	\$85,457.00
27	COS-9.1.5.4	4" Aggregate Base	4375	SY	\$14.97	\$65,503.00
28	COS-9.2.5	Integral Curb	172	LF	\$48.63	\$8,365.00
29	COS-10.5.1.0	Concrete Sidewalk	24404	SF	\$10.36	\$252,742.00
30	COS-10.5.2.0	Concrete ADA Ramp	631	SF	\$15.31	\$9,660.00
31	COS-10.5.3.0	Concrete Driveway	972	SF	\$13.85	\$13,459.00
32	COS-11.8.11.5.2.2	2" Asphalt Surface Course	1280	SY	\$17.78	\$22,763.00
33	COS-11.8.11.5.3.6	6" Asphalt Base Course	716	SY	\$43.90	\$31,435.00
34	COS-11.8.11.5.3.9	9" Asphalt Base Course	559	SY	\$62.24	\$34,794.00
35	COS-11.8.11.5.6	6" Aggregate Base	1,508	SY	\$15.56	\$23,466.00
36	COS-11.8.11.5.12	12" Aggregate Base	1,025	SY	\$26.12	\$26,773.00
37	COS-15.2.5.3	Mulch	168	CY	\$101.80	\$17,103.00
38	COS-16.8.2.1	Construction Exit	4	EA	\$3,556.75	\$14,227.00
39	COS-16.8.2.3	Compost Filter Sock	3,789	LF	\$3.89	\$14,740.00
40	COS-16.8.2.4	Inlet Protection	20	EA	\$277.85	\$5,557.00
COS - BOONVILLE TO MAIN STANDARD ITEMS SUBTOTAL						\$3,244,631.00

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN					
ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-100.2.3.1 Salvage and Return Artwork	1	EACH	\$2,834.00	\$2,834.00
2	JSP-100.3.3.1 Removal of Gravel	1,210	SY	\$6.22	\$7,531.00
3	JSP-100.4.3.1 Removal of Misc. Utilities	1	LS	\$30,645.00	\$30,645.00
4	JSP-100.7.3.1 Removal of Buildings	1	LS	\$250,085.00	\$250,085.00
5	JSP-100.7.3.2 Removal of Foundations	1,200	CY	\$31.68	\$38,013.00
6	JSP-100.8.7.1 Removal of Stone Arch Bridge	1	LS	\$57,797.00	\$57,797.00
7	JSP-100.10.3.1 Rock Excavation	100	CY	\$1,284.66	\$128,466.00
8	JSP-100.11.3.1 Mobilization	1	LS	\$1,328,555.00	\$1,328,555.00
9	JSP-200.2.4.1 Roadway Striping Paint Yellow 4"	463	LF	\$3.33	\$1,544.00
10	JSP-300.8.1 Bench Type 1	16	EACH	\$4,779.38	\$76,470.00
11	JSP-300.8.2 Bench Type 2	5	EACH	\$7,780.40	\$38,902.00
12	JSP-300.8.3 Bistro Table	33	EACH	\$0.00	\$0.00
13	JSP-300.8.4 Bistro Chair	92	EACH	\$0.00	\$0.00
14	JSP-300.8.5 Lollygagger Chair	45	EACH	\$0.00	\$0.00
15	JSP-300.8.6 Trash Receptacle	9	EACH	\$4,668.22	\$42,014.00
16	JSP-300.8.7 Limestone Slab Bench	4	EACH	\$1,834.00	\$7,336.00
17	JSP-300.8.8 Bike Rack	10	EACH	\$7,002.40	\$70,024.00
18	JSP-300.8.10 Flagpole	1	EACH	\$6,669.00	\$6,669.00
19	JSP-300.8.11 Drinking Fountain	2	EACH	\$10,337.00	\$20,674.00
20	JSP-300.8.12 Dog Waste Station	1	EACH	\$711.00	\$711.00
21	JSP-300.8.13 Dog Park Equipment Type 1	1	LS	\$3,334.00	\$3,334.00
22	JSP-300.8.14 Dog Park Equipment Type 2	1	LS	\$19,785.00	\$19,785.00
23	JSP-300.8.15 Dog Park Equipment Type 3	1	LS	\$6,447.00	\$6,447.00
23a	JSP-300.8.15a Dog Park Equipment Type 4	1	LS	\$7,447.00	\$7,447.00
24	JSP-300.8.16 Removable Bollard	5	EACH	\$1,445.00	\$7,225.00
24a	Medallion Bronze Medallion	5	EACH	\$4,862.80	\$24,314.00
25	JSP-300.9.5.1 Sculpture Pedestal	2	EACH	\$3,231.00	\$6,462.00
26	JSP-300.10.3.1 Concrete Wheel Stop	13	EACH	\$150.08	\$1,951.00
27	JSP-400.1.5.1 Deciduous Trees	63	EACH	\$521.46	\$32,852.00
28	JSP-400.1.5.2 Evergreen Trees	16	EACH	\$785.00	\$12,560.00
29	JSP-400.1.5.3 Ornamental Trees	40	EACH	\$524.85	\$20,994.00
30	JSP-400.1.5.4 Shrubs, Grasses, and Perennials	1,738	EACH	\$21.49	\$37,353.00
31	JSP-400.1.5.5 Overbank Wetland Planting Area - Plugs	0.11	ACRE	\$490,445.45	\$53,949.00
32	JSP-400.1.5.6 Instream Planting Area - Plugs	0.02	ACRE	\$447,550.00	\$8,951.00
33	JSP-400.1.5.7 Zone 1 Planting Area - Plugs	0.17	ACRE	\$438,805.88	\$74,597.00
34	JSP-400.1.5.8 Zone 2 Planting Area - Plugs & Seed	0.64	ACRE	\$244,506.25	\$156,484.00
35	JSP-400.1.5.9 Zone 3 Planting Area - Seed	1.48	ACRE	\$34,068.24	\$50,421.00
36	JSP-400.1.5.10 Buffalo Grass Plug	2.36	ACRE	\$201,172.88	\$474,768.00
37	JSP-400.2.3.1 Install Planter	12	EACH	\$2,797.58	\$33,571.00
38	JSP-400.3.3.1 Planting Bed	8,996	SF	\$4.81	\$43,248.00
39	JSP-400.4.5.1 Synthetic Turf System	3,164	SF	\$26.39	\$83,495.00
40	JSP-400.6.7.1 Silva Cell 3x Units	164	EACH	\$1,173.02	\$192,375.00
41	JSP-400.7.6.1 Newbury Weir Structure	4	EACH	\$33,587.50	\$134,350.00
42	JSP-400.7.6.2 Newbury Weir Structure with Stepping Stones	1	EACH	\$40,481.00	\$40,481.00
43	JSP-400.8.5.1 Limestone Boulder (2'-6')	590	EACH	\$264.69	\$156,168.00
44	JSP-400.9.5.1 Ozark Creek Rock (3"-5")	216	TON	\$176.46	\$38,116.00
45	JSP-400.9.5.2 Ozark Creek Rock (1"-3")	0.40	TON	\$357.50	\$143.00
46	JSP-400.10.5.1 Steel Bed Edge	268	LF	\$16.01	\$4,290.00
47	JSP-400.12.5.1 Permeable Pavers	6,468	SF	\$35.54	\$229,880.00
48	JSP-400.13.3.1 4' x 4' Tree Grate	12	EACH	\$4,890.58	\$58,687.00
49	JSP-500.2.6.2 Stamped Integral Color Concrete	5,426	SF	\$15.20	\$82,460.00
50	JSP-500.2.6.3 Gray Concrete With Exposed Aggregate	1,275	SF	\$20.94	\$26,696.00
51	JSP-500.2.6.4 Gray Concrete With Drainage Bed	3,230	SF	\$21.95	\$70,903.00
52	JSP-500.3.4.1 Type S Curb	1,058	LF	\$58.20	\$61,575.00
53	JSP-500.3.4.2 Depressed Curb and Gutter	69	LF	\$47.96	\$3,309.00
54	JSP-500.3.4.3 Sidewalk Curb	1,192	LF	\$58.20	\$69,374.00

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
55	JSP-500.3.4.4	Curb and Gutter with Turndown	255	LF	\$68.78	\$17,539.00
56	JSP-500.4.5.1	Concrete Stairs	3	EACH	\$2,960.67	\$8,882.00
57	JSP-600.2.5.3	Decorative Pedestrian Light Pole Type III (Includes Foundation)	19	EACH	\$4,239.11	\$80,543.00
58	JSP-600.2.5.4	Decorative Pedestrian Light Pole Type V (Includes Foundation)	8	EACH	\$4,239.13	\$33,913.00
59	JSP-600.3.5.1	LED Rope Channel Light	1,248	LF	\$122.30	\$152,634.00
60	JSP-600.3.5.2	Flood Light	12	EACH	\$2,347.33	\$28,168.00
61	JSP-600.3.5.3	LED Up Light	27	EACH	\$2,294.59	\$61,954.00
62	JSP-600.3.5.4	Festoon String Light	596	LF	\$326.52	\$194,604.00
63	JSP-600.4.4.1	Receptacles	12	EACH	\$280.50	\$3,366.00
64	JSP-600.4.4.2	Outdoor Ground Box	2	EACH	\$1,782.00	\$3,564.00
65	JSP-600.4.4.3	Charging Pedestal	8	EACH	\$2,024.13	\$16,193.00
66	JSP-600.5.5.1	Meter Power Pedestal	1	EACH	\$28,051.00	\$28,051.00
67	JSP-600.6.4.1	Electrical Cables and Conductors	165	LF	\$448.82	\$74,055.00
68	JSP-600.7.4.1	Raceways (HDPE) OMITTED	0	LF	\$0.00	\$0.00
69	JSP-600.7.4.2	Raceways (PVC)	7,455	LF	\$16.31	\$121,625.00
70	JSP-600.7.4.3	Raceways (RMC)	560	LF	\$37.31	\$20,893.00
71	JSP-600.8.4.1	Disconnect	1	EACH	\$1,035.00	\$1,035.00
72	JSP-600.9.4.1	In-grade Handholes and Junctions	36	EACH	\$421.89	\$15,188.00
73	JSP-600.10.4.1	Company Switch	1	EACH	\$11,548.00	\$11,548.00
74	JSP-650.15.1.1	20" Diameter x 4ft Depth Streetlight Foundation (CF20)	27	EACH	\$981.78	\$26,508.00
75	JSP-650.15.1.2	24" Diameter x 6ft Depth Streetlight Foundation (CF24)	3	EACH	\$998.67	\$2,996.00
76	JSP-650.15.1.3	Secondary Riser Conduit	1	EACH	\$3,254.00	\$3,254.00
77	JSP-650.15.1.4	2" Galvanized Conduit in Trench	1	LS	\$13,913.00	\$13,913.00
78	JSP-650.15.1.5	PVC Conduit in Trench	1	LS	\$71,531.00	\$71,531.00
79	JSP-650.15.1.6	HDPE Conduit in Trench	1	LS	\$2,440.00	\$2,440.00
80	JSP-650.15.1.7	6" Primary Riser Conduit	1	EACH	\$5,161.00	\$5,161.00
81	JSP-650.15.1.8	600A Conduit/Duct Bank, (6) 4" & (2) 2" PVC Conduits	1,450	LF	\$102.78	\$149,030.00
82	JSP-650.15.1.9	Bore 600A Conduit/Duct Bank, (6) 4" & (2) 2" HDPE Conduits	300	LF	\$383.18	\$114,954.00
83	JSP-650.15.1.10	Auger Bore Under Tracks, Incl. Steel Casing, (6) 4" & (6) 2" HDPE Conduits	80	LF	\$2,017.44	\$161,395.00
84	JSP-650.15.1.11	Auger Bore Under Tracks, Incl. Steel Casing, (6) 4" & (2) 2" HDPE Conduits	80	LF	\$2,017.44	\$161,395.00
85	JSP-650.15.1.12	Secondary Pedestals	1	LS	\$1,234.00	\$1,234.00
86	JSP-650.15.1.13	Secondary Pedestals w/ Traffic-Rated Cover	1	LS	\$3,366.00	\$3,366.00
87	JSP-650.15.1.14	Large Secondary Pedestals w/ Flush Cover	1	LS	\$1,481.00	\$1,481.00
88	JSP-650.15.1.15	600A Vault (11'x7') with Concrete Lid	5	EACH	\$6,648.20	\$33,241.00
89	JSP-650.15.1.16	Three Phase Junction Cabinet and Sleeve	2	EACH	\$875.00	\$1,750.00
90	JSP-650.15.1.17	Three Phase Transformer Concrete Vault with Pad	2	EACH	\$3,366.00	\$6,732.00
91	JSP-650.15.1.18	Single Phase Transformer Concrete Vault with Pad	1	EACH	\$2,356.00	\$2,356.00
92	JSP-650.15.1.19	Concrete Over Duct Bank (Red Tinted)	150	LF	\$28.73	\$4,309.00
93	JSP-650.15.1.20	Removals (C.U.)	1	LS	\$29,341.00	\$29,341.00
94	JSP-700.8.1	Pedestrian Rail	111	LF	\$94.73	\$10,515.00
95	JSP-700.8.2	Decorative Rail	393	LF	\$614.93	\$241,668.00
96	JSP-700.8.3	Wall Rail	1,072	LF	\$81.21	\$87,052.00
97	JSP-700.9.5.1	Dog Park Fence	290	LF	\$85.46	\$24,784.00
98	JSP-700.9.5.2	Dog Park Swing Gate (Single)	4	EACH	\$833.50	\$3,334.00
99	JSP-700.9.5.3	Dog Park Swing Gate (Double)	1	EACH	\$167.00	\$167.00
100	JSP-700.9.5.4	Post and Chain	1,500	LF	\$124.49	\$186,730.00
101	JSP-700.10.4.1	Construction Fence	1	LS	\$50,000.00	\$50,000.00
102	JSP-800.2.5.1	Native Stone (9" D50)	150	SY	\$395.91	\$59,386.00
103	JSP-800.3.4.1	Nyloplast Drain Basin (12")	4	EACH	\$7,718.00	\$30,872.00
104	JSP-800.3.4.2	Nyloplast Drain Basin (24")	2	EACH	\$9,840.00	\$19,680.00
105	JSP-800.3.4.3	Nyloplast Drain Basin (30")	1	EACH	\$14,663.00	\$14,663.00

JOB SPECIAL PROVISIONS - BOONVILLE TO MAIN					
ITEM NO.	DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
106	JSP-800.4.4.1 4x3' Grate Inlet	1	EACH	\$9,337.00	\$9,337.00
107	JSP-800.5.5.1 6" PVC Pipe	949	LF	\$39.25	\$37,250.00
108	JSP-800.5.5.2 Mitered Drain Outlet	2	EACH	\$4,005.50	\$8,011.00
109	JSP-800.6.5.1 Bioretention Cell (Dog Park)	855	SF	\$20.04	\$17,138.00
110	JSP-800.6.5.3 Bioretention Cell (Planters)	1,429	SF	\$20.04	\$28,643.00
111	JSP-800.7.5.1 Culvert Energy Dissipation Structure	3,219	SF	\$131.21	\$422,381.00
112	JSP-800.10.6.1 Ozark Creek Rock Filter Strip	57	LF	\$36.19	\$2,063.00
113	JSP-800.11.4.1 Concrete Collar	1	EACH	\$1,890.00	\$1,890.00
114	JSP-900.4.5.1 Jack & Bore Smooth Steel Pipe	154	LF	\$2,457.50	\$378,455.00
115	JSP-1000.5.1 Irrigation System	1	LS	\$91,294.00	\$91,294.00
116	JSP-1000.5.2 Temporary Irrigation System	1	LS	\$58,452.00	\$58,452.00
117	JSP-1100.9.6.1 Coordination of Railroad Rail and Stone Ballast	1	LS	\$1,913.00	\$1,913.00
118	JSP-1100.9.6.2 Railroad Insurance	1	LS	\$25,000.00	\$25,000.00
119	JSP-1100.9.6.3 Railroad Flagging	1	LS	\$320,000.00	\$320,000.00
120	JSP-1100.10.3.3.1 9x8' Precast Concrete Box Culvert	425	LF	\$5,047.34	\$2,145,120.00
121	JSP-1100.10.3.3.2 Cast in Place Elbow	22	CY	\$2,475.86	\$54,469.00
122	JSP-1100.10.4.3.1 Heavy Duty Coupler	1	LS	\$0.00	\$0.00
123	JSP-1100.10.4.3.2 Ram Nek/Rubber Gasket	1	LS	\$0.00	\$0.00
124	JSP-1100.10.5.10.1 HDPE Conduit	60	LF	\$28.05	\$1,683.00
125	JSP-1100.10.7.3.1 Subballast	1	LS	\$17,218.00	\$17,218.00
126	JSP-1100.10.8.4.1 Shoring	1	LS	\$224,765.00	\$224,765.00
127	JSP-1100.10.9.3.1 Removal of At-Grade Rail Crossing	1	LS	\$6,335.00	\$6,335.00
128	JSP-1100.10.10.3.1 Removal of Abandoned Track	1	LS	\$4,446.00	\$4,446.00
129	JSP-1200.5.1 Capstone	1,540	LF	\$306.37	\$471,811.00
130	JSP-1200.5.2 Stone Veneer	4,520	SF	\$78.73	\$355,845.00
131	JSP-1300.2.6.1 Class A Concrete (Culvert)	973	CY	\$1,788.80	\$1,740,505.00
132	JSP-1300.2.6.2 Class A Concrete (RCB End Section)	156	CY	\$1,735.03	\$270,665.00
133	JSP-1300.2.6.3 Class A Concrete (RCB Transition Structure)	220	CY	\$1,836.18	\$403,960.00
134	JSP-1300.2.6.4 Class A Concrete (Low Flow Diversion)	61	CY	\$3,591.49	\$219,081.00
135	JSP-1300.2.6.5 Class A Concrete (Arch Bridge Substructure)	280	CY	\$2,194.08	\$614,342.00
136	JSP-1300.2.6.6 Class A Concrete (CRCE)	58	CY	\$452.38	\$26,238.00
137	JSP-1300.2.6.7 Class A Concrete (Retaining Walls)	1200	CY	\$1,165.95	\$1,399,142.00
138	JSP-1300.2.6.8 Class A Concrete (Planter Walls)	26	CY	\$1,078.15	\$28,032.00
139	JSP-1300.2.6.9 Class A Concrete (Seat Wall)	55	CY	\$7,801.55	\$429,085.00
140	JSP-1300.2.6.10 Class A Concrete (Amphitheater Wall)	75	CY	\$1,062.59	\$79,694.00
141	JSP-1300.2.6.11 Barrier and Moment Slab	144	LF	\$503.51	\$72,505.00
142	JSP-1300.2.6.12 RCB Surface Repair	390	SF	\$111.15	\$43,348.00
143	JSP-1300.2.6.13 RCB Full Depth Lid Repair	55	SF	\$275.65	\$15,161.00
144	JSP-1300.3.5.1 Dewatering (RCB End Section)	1	LS	\$21,029.00	\$21,029.00
145	JSP-1300.3.5.2 Dewatering (RCB Transition Structure)	1	LS	\$21,029.00	\$21,029.00
146	JSP-1300.3.5.3 Dewatering (Low Flow Diversion)	1	LS	\$33,761.00	\$33,761.00
147	JSP-1300.4.3.1 Temporary Shoring (RCB End Section)	1	LS	\$36,190.00	\$36,190.00
148	JSP-1300.4.3.2 Temporary Shoring (RCB Transition Structure)	1	LS	\$36,190.00	\$36,190.00
149	JSP-1300.4.3.3 Temporary Shoring (Low Flow Diversion)	1	LS	\$7,871.00	\$7,871.00
150	JSP-1300.5.3.1 Drain Installation (10in coring)	1	EACH	\$4,399.00	\$4,399.00
151	JSP-1300.6.3.1 Flowable Fill (Retaining Walls)	730	CY	\$238.97	\$174,448.00
152	JSP-1300.7.3.1 Graffiti Protection System	3,080	SF	\$1.11	\$3,423.00
153	JSP-1300.8.6.1 Backfill (Geofoam)	50	CY	\$370.12	\$18,506.00
154	JSP-1400.15.1 Prefabricated Arch Bridge	1	LS	\$418,142.00	\$418,142.00
155	JSP-1400.15.2 Prefabricated Arch Bridge Headwalls	1	LS	\$187,064.00	\$187,064.00
156	JSP-1500.2.4.1 Concrete Washout	4	EACH	\$3,464.50	\$13,858.00
157	JSP-1500.3.5.1 Erosion Control Blanket (SC-150BN)	8,353	SY	\$10.00	\$83,558.00
158	JSP-1500.3.5.2 Erosion Control Blanket (C-125BN)	1,198	SY	\$12.23	\$14,647.00
159	JSP-1500.4.4.1 Temporary Seeding	2	ACRE	\$3,132.37	\$6,484.00
160	JSP-1500.5.3.1 FES Rock Check Dam	2	EACH	\$1,667.00	\$3,334.00
JSP - BOONVILLE TO MAIN ITEMS SUBTOTAL					\$17,945,488.00

CITY OF SPRINGFIELD STANDARD PAY ITEMS - WATER STREET						
ITEM NO.	DESCRIPTION		QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.1.4	Clearing & Grubbing	1	LS	\$35,568.00	\$35,568.00
2	COS-3.5.4.2	Miscellaneous Removals	1	LS	\$4,446.00	\$4,446.00
3	COS-3.6.4.1	Asphalt Pavement Removal	1,782	SY	\$12.23	\$21,787.00
4	COS-3.6.4.2	Concrete Pavement Removal	49	SY	\$20.00	\$980.00
5	COS-3.6.4.4	Curb & Gutter Removal	1,195	LF	\$6.67	\$7,969.00
6	COS-3.6.4.5	Sidewalk Removal	1,228	SY	\$18.89	\$23,203.00
7	COS-8.1.5	Portland Cement Concrete Curb and Gutter	97	LF	\$46.04	\$4,466.00
8	COS-9.1.5.4	4" Aggregate Base	2,265	SY	\$15.31	\$34,677.00
9	COS-10.5.1.0	Concrete Sidewalk	6,864	SF	\$10.36	\$71,088.00
10	COS-10.5.3.0	Concrete Driveway	1,024	SF	\$13.85	\$14,179.00
11	COS-15.2.5.3	Mulch	84	CY	\$101.81	\$8,552.00
12	COS-16.8.2.3	Compost Filter Sock	876	LF	\$3.89	\$3,408.00
13	COS-16.8.2.4	Inlet Protection	8	EA	\$277.88	\$2,223.00
COS STANDARD - WATER STREET ITEMS SUBTOTAL						\$232,546.00
JOB SPECIAL PROVISIONS - WATER STREET						
ITEM NO.	DESCRIPTION		QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-100.4.3.1	Removal of Misc. Utilities	1	LS	\$14,529.00	\$14,529.00
2	JSP-300.8.1	Bench Type 1	5	EACH	\$4,779.40	\$23,897.00
3	JSP-300.8.2	Bench Type 2	4	EACH	\$7,780.50	\$31,122.00
4	JSP-300.8.3	Bistro Table	7	EACH	\$0.00	\$0.00
5	JSP-300.8.4	Bistro Chair	24	EACH	\$0.00	\$0.00
6	JSP-300.8.6	Trash Receptacle	2	EACH	\$4,668.50	\$9,337.00
7	JSP-300.8.9	Bike Repair Station	1	EACH	\$1,890.00	\$1,890.00
8	JSP-300.8.11	Drinking Fountain	1	EACH	\$10,337.00	\$10,337.00
9	JSP-300.8.17	Removable Bollard	12	EACH	\$1,444.92	\$17,339.00
10	JSP-300.9.5.1	Sculpture Pedestal	1	EACH	\$3,231.00	\$3,231.00
11	JSP-400.1.5.1	Deciduous Trees	15	EACH	\$521.47	\$7,822.00
12	JSP-400.1.5.3	Ornamental Trees	3	EACH	\$525.00	\$1,575.00
13	JSP-400.1.5.4	Shrubs, Grasses, and Perennials	1,031	EACH	\$21.49	\$22,158.00
14	JSP-400.3.3.1	Planting Bed	4,163	SF	\$4.81	\$20,013.00
15	JSP-400.8.5.1	Limestone Boulder (2'-6")	12	EACH	\$264.67	\$3,176.00
16	JSP-400.9.5.1	Ozark Creek Rock (3"-5")	7	TON	\$176.43	\$1,235.00
17	JSP-400.9.5.2	Ozark Creek Rock (1"-3")	10	TON	\$357.40	\$3,574.00
18	JSP-400.11.5.1	Concrete Pavers	3,089	SF	\$40.77	\$125,952.00
19	JSP-400.14.3.1	4' x 4' Tree Grate	9	EACH	\$4,890.56	\$44,015.00
20	JSP-500.2.6.1	Heavy Duty Gray Concrete	1,082	SY	\$101.99	\$110,353.00
21	JSP-500.3.4.3	Sidewalk Curb	33	LF	\$58.30	\$1,924.00
22	JSP-500.3.4.4	Curb and Gutter with Turndown	234	LF	\$72.72	\$17,017.00
23	JSP-500.3.4.5	Slotted Curb and Gutter	235	LF	\$75.65	\$17,777.00
24	JSP-600.2.5.3	Decorative Pedestrian Light Pole Type III (Includes Foundation)	16	EACH	\$4,239.13	\$67,826.00
25	JSP-600.3.5.2	Flood Lights	4	EACH	\$2,347.25	\$9,389.00
26	JSP-600.3.5.3	LED Up Lights	18	EACH	\$2,294.61	\$41,303.00
27	JSP-600.4.4.1	Receptacles	9	EACH	\$280.56	\$2,525.00
28	JSP-600.4.4.2	Outdoor Ground Boxes	3	EACH	\$1,781.67	\$5,345.00
29	JSP-600.4.4.3	Charging Pedestals	3	EACH	\$2,024.33	\$6,073.00
30	JSP-600.5.5.1	Meter Power Pedestal	1	EACH	\$14,587.00	\$14,587.00
30a	JSP-600.9.4.1	In-grade Handholes and Junctions	23	EACH	\$421.87	\$9,703.00
31	JSP-800.3.4.3	Nyloplast Drain Basin (30")	4	EACH	\$14,663.25	\$58,653.00
32	JSP-800.5.5.1	6" PVC Pipe	221	LF	\$39.25	\$8,675.00
33	JSP-800.6.5.2	Bioretention Cell (A, B, C, and D)	4,119	SF	\$20.04	\$82,562.00
34	JSP-800.8.5.1	Trench Grate/Drain	223	LF	\$234.15	\$52,215.00
35	JSP-1000.5.1	Irrigation System	1	LS	\$44,966.00	\$44,966.00
36	JSP-1000.5.2	Temporary Irrigation System	1	LS	\$18,872.00	\$18,872.00
37	JSP-1300.5.3.1	Drain Installation (10 in. coring, Water Street RCB)	3	EACH	\$4,399.00	\$13,197.00
JSP - WATER STREET ITEMS SUBTOTAL						\$924,164.00
						\$22,346,829.00

ADD ALTERNATE 1						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.2.4.2	Excavation	55	CY	\$35.71	\$1,964.00
2	COS-3.2.5.5.1	Earth Embankment	605	CY	\$7.14	\$4,320.00
3	COS-9.1.5.4	4" Aggregate Base	138	SY	\$17.36	\$2,395.00
4	COS-10.5.1.0	Concrete Sidewalk	1,232	SF	\$10.02	\$12,345.00
5	JSP-300.8.1	Bench Type 1	13	EACH	\$4,386.00	\$57,018.00
6	JSP-300.8.2	Bench Type 2	7	EACH	\$7,140.00	\$49,980.00
7	JSP-300.8.6	Trash Receptacle	7	EACH	\$4,284.00	\$29,988.00
8	JSP-300.9.5.1	Sculpture Pedestal	3	EACH	\$3,027.00	\$9,081.00
9	JSP-400.1.5.1	Deciduous Trees	24	EACH	\$478.54	\$11,485.00
10	JSP-400.1.5.3	Ornamental Trees	18	EACH	\$481.67	\$8,670.00
11	JSP-400.1.5.4	Shrubs, Grasses & Perennials	1,650	EACH	\$19.72	\$32,543.00
12	JSP-400.3.3.1	Planting Bed	2,750	SF	\$4.41	\$12,132.00
13	JSP-400.6.7.1	Silvia Cell 3X Units	293	EACH	\$1,076.46	\$315,403.00
14	JSP-400.10.5.1	Steele Bed Edge	121	LF	\$14.69	\$1,777.00
15	JSP-400.12.5.1	Permeable Pavers	10,230	SF	\$32.62	\$333,658.00
16	JSP-400.13.3.1	4'x4' Tree Grate	18	EACH	\$4,488.00	\$80,784.00
17	JSP-500.2.6.4	Gray Concrete with Drainage Bed	350	SF	\$20.25	\$7,087.00
18	JSP-1000.5.1	Irrigation System (2750 sf of Drip Irrigation)	2,750	LS	\$4.57	\$12,560.00
ADD ALTERNATE 1 ITEMS SUBTOTAL						\$983,190.00
ADD ALTERNATE 1a						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-400.1.5.1	Deciduous Trees	44	EACH	\$478.55	\$21,056.00
2	JSP-400.1.5.2	Evergreen Trees	4	EACH	\$720.50	\$2,882.00
3	JSP-400.1.5.3	Ornamental Trees	22	EACH	\$481.64	\$10,596.00
ADD ALTERNATE 1 ITEMS SUBTOTAL						\$34,534.00
ALLOWANCES						
Allowance 1		JSP 21 Excavated & Stockpile Contaminated Soil	50	CY	\$9.00	\$450.00
Allowance 2		Removal of Unsuitable Soil & Replacement w/ Compacted Fill	100	CY	\$70.00	\$0.00
Allowance 3		JSP 20 - CU Subsite 3	1,400	CY	\$35.00	\$49,000.00
Allowance 4		Removal of Trench Rock & Replacement with Compacted Fill	500	CY	\$275.00	\$0.00
Allowance 5		Removal of Mass Rock & Replacement with Compacted Fill	400	CY	\$275.00	\$0.00
Allowance 6		Removal of Contaminated Soil & Replacement with Compacted Fill	100	CY	\$90.00	\$0.00
ALLOWANCE ITEM SUBTOTAL						\$49,450.00
GMP TOTAL						\$22,396,279.00



EXPLANATION TO COUNCIL BILL 2024-255 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Project B – Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville; accepting the guaranteed maximum price proposed by Branco Enterprises, Inc. in the amount of \$4,409,483 for said project; and authorizing the City Manager, or designee, to enter into a contract with Branco Enterprises, Inc.

PURPOSE: Approving the plans and specifications for Project B – Jordan Creek Box Culvert at Phelps and Boonville and authorizing the execution of a construction contract between the City of Springfield, Missouri and Branco Enterprises, Inc. (“Branco”) to set the Guaranteed Maximum Price (“GMP”) for construction in the amount of \$4,409,483.

BACKGROUND INFORMATION: Resolution 10527 declared the intent of the City of Springfield to utilize the Construction Manager at Risk (“CMAR”) project delivery method for Renew Jordan Creek – Main to Boonville and Jordan Creek Box Culvert at IDEA Commons.

Project B, also known as IDEA Commons Box Culvert, includes approximately 1,500 cubic yards of structural concrete for cast-in-place box culverts from intersection of Robberson and Phelps to the railroad tracks located north of Boonville Avenue. In addition, the project includes approximately 450 linear feet of sewer main improvements and reinstallation of existing parking lot pavements at the IDEA Commons parcel. Project B shall be constructed on concurrent timelines with Project A Renew Jordan Creek – Main to Boonville but shall be completed under separate construction contract and GMP specific solely to Project B construction.

Bids were solicited for various work packages for Project B by advertising in the *Daily Events* and *Springfield News Leader* from July 31, 2024 through August 4, 2024. Bids were opened for individual bid packages and read publicly by the CMAR (“Branco”) on September 20, 2024 with the following low bidders for the various work packages:

Work Package (low bidder)	Bid Amount
Concrete Flatwork (Branco)	\$656,429
Box Culvert (Branco)	\$2,554,151
Site Furnishing (Branco)	\$10,640
Electrical (Meyer)	\$70,852
Sewer (Branco)	\$511,000
Landscape (Branco)	\$5,400

General Conditions & Fees	Amount
Cost of Work General Conditions	\$112,982
General Conditions	\$337,682
CM Contingency	\$63,887
CM Fee	\$86,460
<i>Branco GMP</i>	<i>\$4,409,483</i>

Project B will be funded as follows per Council Bill 2024-086, approved May 6, 2024, which included the following budget adjustments (some minor pre-construction expenses have been incurred and funded from these amounts):

- \$2,860,000 of 1/4-cent Capital Improvement Sales Tax Funds toward construction of Jordan Creek Box Culvert – Phelps and Boonville
- \$2,000,000 of ARPA grant funds administered by MDNR allocated toward construction of Jordan Creek Box Culvert – Phelps and Boonville
- \$500,000 allocated to “Project B” sanitary sewer main infrastructure improvements of the \$1,000,000 of Environmental Services Clean Water Funds Budgeted to the project (Council Bill 2024-086).

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends award of the construction contract to set the GMP for construction of Project B – Jordan Creek Box Culvert at Phelps and Boonville.

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 11/12/2024

Attachments:

1. RJC Project B Idea Commons GMP_ord
2. 4_PROJECT B (IDEA COMMONS) GMP Amendment_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 11-12-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-255

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Project B – Renew Jordan Creek –
2 Jordan Creek Box Culvert at Phelps and Boonville; accepting the
3 guaranteed maximum price proposed by Branco Enterprises, Inc. in
4 the amount of \$4,409,483 for said project; and authorizing the City
5 Manager, or designee, to enter into a contract with Branco Enterprises,
6 Inc.
7 _____
8

9 WHEREAS, Resolution 10527 declared the intent of the City of Springfield to
10 utilize the Construction Manager at Risk (“CMAR”) project delivery method for the
11 Renew Jordan Creek – Main to Boonville project (“Project A”) and Jordan Creek Box
12 Culvert at IDEA Commons project (“Project B”); and
13

14 WHEREAS, Branco Enterprises, Inc. (“Branco”) was selected as the CMAR for
15 both Project A and Project B, which shall proceed concurrently; and
16

17 WHEREAS, Project B includes approximately 1,500 cubic yards of structural
18 concrete for cast-in-place box culverts from the intersection of Robberson and Phelps to
19 the railroad tracks located north of Boonville Avenue, approximately 450 linear feet of
20 sewer main improvements, and reinstallation of existing parking lot pavements at the
21 IDEA Commons parcel; and
22

23 WHEREAS, bids for various work packages for Project B were solicited by
24 advertisement in the *Daily Events* and *Springfield News Leader* from July 31, 2024
25 through August 4, 2024, with bids opened and read publicly by Branco on September
26 20, 2024; and
27

28 WHEREAS, based on the plans, specifications, and bids received, Branco
29 developed the guaranteed maximum price (“GMP”) of \$4,409,483 for Project B, as
30 depicted in GMP Amendment #1 attached hereto and incorporated herein as “Exhibit
31 A”; and
32

33 WHEREAS, the GMP, if accepted, will be funded from several funding sources,
34 including the 1/4-cent Capital Improvement Sales Tax, Environmental Services Clean
35 Water funds, and ARPA grant funds administered by the Missouri Department of
36 Natural Resources, and are already budgeted.

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

40
41 Section 1 – City Council hereby approves the plans and specifications for Project
42 B, Renew Jordan Creek – Jordan Creek Box Culvert at Phelps and Boonville, and
43 accepts the guaranteed maximum price of Branco Enterprises, Inc., for said Project at
44 the not to exceed price and sum of \$4,409,483.

45
46 Section 2 – The City Manager, or designee, is hereby authorized to enter into a
47 contract with said bidder for such work in accordance with the terms of the bid, the
48 plans, the specifications, and “Exhibit A,” provided such contract is in a form approved
49 by the City Attorney.

50
51 Section 3 – This Ordinance shall be in full force and effect from and after
52 passage.

53
54 Passed at meeting: _____

55
56 _____
57 Mayor

58
59 Attest: _____, City Clerk

60
61 Filed as Ordinance: _____

62
63 Approved as to form:  _____, Assistant City Attorney

64
65 Approved for Council action:  _____, City Manager
67



Phone: 417-451-5250 · Fax: 417-451-2851 · www.branco.com

Exhibit A

Neosho Office: 12033 E Highway 86
Neosho, MO 64850

Springfield Office: 1525 E Republic Rd, Ste. A-125
Springfield, MO 65804

Mailing Address: P.O. Box 459
Neosho, MO 64850

Project B-2018PW0022, Box Culvert Improvements Phelps & Boonville GMP Amendment #1 October 4, 2024

This Guaranteed Maximum Price (GMP) Amendment is based on the following Contract Documents:

- Project No. 2018PW0022 Plans dated July 18, 2024
- Project No. 2018PW0022 JSP Documents dated July 26, 2024
- City Utilities Drawing No. 86088 Sheets 1 – 4 dated July 7, 2024
- Project No. 2018 PW0022 Addenda 1-3

The GMP is based on the following Qualifications and Clarifications:

1. GMP excludes costs associated with third party inspections and testing.
2. GMP excludes costs associated with abandoning, establishing or moving City Utilities water, gas and electric infrastructure except for items specifically required by the Job Special Provisions.
3. GMP excludes costs associated with City, County, State and Federal Permits.
4. GMP excludes sales tax.
5. GMP excludes costs associated with Archaeological Monitoring.
6. GMP excludes Owner Contingency.
7. GMP excludes Design Team and Owner construction administration costs.
8. GMP excludes costs associated with Railroad Monitoring.
9. GMP includes costs associated with Railroad Flagging.
10. GMP includes costs for temporary power, gas, water, telecom, etc.
11. GMP includes Allowances shown on Project GMP Breakdown.
12. GMP includes \$63,887.00 (+/- 1.5%) as a CMAR contingency.
 - This contingency is for the CMAR's use for such cost as:
 - Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget".
 - Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e. "scope gaps").
 - CMAR Contingency does not include added scope or changes in scope, which are the basis for change orders.
 - CMAR Contingency does not include increases in the Cost of Work identified through further refinement and development of the Construction Documents.

- CMAR Contingency does not include unforeseen site conditions such as buried artifacts, archaeological items, utilities and contaminated or unsuitable soil.

GMP is based on a Substantial Completion date of December 2, 2026, and Final Completion Date of December 31, 2026.

GMP Amendment #1 Total.....**\$4,409,483.00**

OWNER***CONSTRUCTION MANAGER***

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Date: _____

Date: _____

Attachments:

1. List of Plans and JSP Documents used for preparing the GMP
2. Project GMP Summary
3. Completed Form of Proposal - GMP Unit Price Breakdown

Attachment #1

List of Plans and JSP Documents

Plans:

W1, Cover Sheet and Location Map
W2, Quantities
W3, Existing Condition
W4, General Layout Plan
W5, Easement Plan
W6 – W7, Demolition Plan
W8, Utility Relocation Plan
W9 – W12, Phasing Plan
W13, Site Plan
W14, Grading Plan
W15 – W18, Box Culvert Plan and Profiles
W19, Box Culvert Connection Plan
W20, Details
W21 – W22, Boring Logs
W23 – W27, Structural Details
E1 – E3, Sediment and Erosion Control
S1 – S2, Sanitary Sewer Plan and Profile
S3, Sanitary Sewer
T1 – T6, Traffic Plans

Job Special Provisions:

JSP-1, Additional Insured
JSP-2, Control of work, inspection, and testing
JSP-3, Working hours, access, and street closures
JSP-4, Certified Payroll Submittal
JSP-5, Required Contract Milestones
JSP-6, Submittals
JSP-7, Geotechnical & Subsurface Information
JSP-8, SWPPP
JSP-9, Control of Groundwater & Surface Water
JSP-10, Utility Coordination
JSP-11, Project Construction Phasing
JSP-12, MBE & WBE

JSP-13, Temporary Sanitary By-Pass Pumping
JSP-14, Historical & Archeological Artifact Encountered During Construction
JSP-15, Mobilization & Bonds
JSP-16, Materials Management Plan (soils)
JSP-100, Removals
JSP-200, Signing & Striping
JSP-300, Site Furnishing
JSP-500, Portland Cement Concrete
JSP-600, Electrical
JSP-700, Fencing
JSP-800, Stormwater
JSP-900, Sanitary Sewer
JSP-1300, Structural
JSP-1500, Erosion Control

General Conditions and Technical Specifications:

2023 City of Springfield General Conditions and Technical Specifications for Public Improvements at

<https://www.springfieldmo.gov/DocumentCenter/View/63210/July-2023-General-Conditions-and-Technical-Specifications>

Attachment #2 Project GMP Breakdown

				
PROJECT GMP BREAKDOWN				
Project: Renew Jordan Creek Box Culvert - Phelps and Boonville Project B				
Date: 10/4/24				
By: Rob Lichtenberg				
Bid Packages			Total	Recommendation
BP.03.01b	Concrete Flatwork		\$656,429	Branco
BP.03.03b	Box Culvert		\$2,554,151	Branco
BP.06.01b	Site Furnishings		\$10,640	Branco
BP.26.01b	Electrical		\$70,852	Meyer
BP.31.02b	Sanitary Sewer & Water		\$511,000	Branco
BP.31.04b	Landscaping & Pavers		\$5,400	Branco
Subtotal			\$3,808,473	
Allowances				
				Unit Prices
1	100cy-Removal of Contaminated Soil & Replacement with Compacted Fill		\$0	90.00/cy
2	200cy-Removal of Unsuitable Soil & Replacement with Compacted Fill		\$0	\$70.00/cy
3	200cy-Removal of Trench Rock & Replacement with Compacted Fill		\$0	\$275.00/cy
4	100cy-Removal of Mass Rock & Replacement with Compacted Fill		\$0	\$275.00/cy
Subtotal			\$0	
General Conditions			\$337,682	
Cost of Work General Conditions			\$112,982	
Owner Contingency (to be carried outside of GMP)			\$0	
TOTAL			\$450,664	
Total of Bid Packages, General Conditions & Allowances			\$4,259,137	
CMR-Contingency (1.5%)			\$63,887	
CMR Fee (2%)			\$86,459	
Total Project GMP			\$4,409,483	

Attachment #3
Unit Price Breakdown

CITY OF SPRINGFIELD						
PUBLIC WORKS DEPARTMENT						
840 North Boonville Avenue						
Springfield, MO 65802						
RENEW JORDAN CREEK BOX CULVERT-PHELPS AND BOONVILLE PROJECT B						
FORM OF PROPOSAL-ADDENDUM #2						
CITY OF SPRINGFIELD STANDARD PAY ITEMS - IDEA COMMONS						
ITEM NO.	DESCRIPTION		QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	COS-3.1.4	Clearing and Grubbing	1	LS	\$22,577.00	\$22,577.00
2	COS-3.2.4.2	Excavation	13	CY	\$41.69	\$542.00
3	COS-3.2.5.5.1	Earth Embankment	1610	CY	\$8.10	\$13,049.00
4	COS-3.5.4.2	Miscellaneous Removals	1	LS	\$89,581.00	\$89,581.00
5	COS-3.6.4.1	Asphalt Pavement Removal	4407	SY	\$13.08	\$57,658.00
6	COS-3.6.4.2	Concrete Pavement Removal	2393	SY	\$20.84	\$49,871.00
7	COS-3.6.4.3	Curb Removal	197	LF	\$7.24	\$1,426.00
8	COS-3.6.4.4	Curb & Gutter Removal	7	LF	\$7.14	\$50.00
9	COS-3.6.4.5	Sidewalk Removal	80	SY	\$19.45	\$1,556.00
10	COS-4.1.5.1.1.8	SDR26 8" PVC Pipe	47	LF	\$144.72	\$6,802.00
11	COS-4.1.5.1.1.24	SDR26 24" PVC Pipe	278	LF	\$544.17	\$151,279.00
12	COS-4.1.5.1.1.36	SDR26 36" PVC Pipe	126	LF	\$749.10	\$94,387.00
13	COS-4.2.5.1.60	Standard (I.D.) Manhole	4	EA	\$20,059.00	\$80,236.00
14	COS-4.2.5.2.60	Dog House Manhole	1	EA	\$21,767.00	\$21,767.00
15	COS-4.2.5.3.60	Inside Drop Manhole	1	EA	\$23,040.00	\$23,040.00
16	COS-4.2.5.4.60	Manhole Depth Exceeding 6 feet	39	VF	\$353.13	\$13,772.00
17	COS-4.1.3.2.3.1.14	Bore (Steel Casing SAN-15)	47	LF	\$574.28	\$26,991.00
18	COS-5.1.5.1.15	15" Circular Storm Pipe (RCP)	134	LF	\$210.72	\$28,237.00
19	COS-5.1.5.1.18	18" Circular Storm Pipe (RCP)	11	LF	\$269.73	\$2,967.00
20	COS-5.1.5.1.24	24" Circular Storm Pipe (RCP)	20	LF	\$173.65	\$3,473.00
21	COS-5.1.5.1.48	48" Circular Storm Pipe (RCP)	14	LF	\$1,910.36	\$26,745.00
22	COS-5.2.5.1.48.48	4'x4' SS-1 Junction Box	1	EA	\$5,239.00	\$5,239.00
23	COS-7.7.6	Temporary Traffic Control	1	LS	\$15,480.00	\$15,480.00
24	COS-8.1.5	Portland Cement Concrete Curb and Gutter	177	LF	\$43.99	\$7,787.00
25	COS-9.1.5.1.6	6" Concrete Pavement	6855	SY	\$83.94	\$575,417.00
26	COS-9.1.5.2	4" Aggregate Base	6855	SY	\$12.74	\$87,305.00
27	COS-9.2.5	Integral Curb	400	LF	\$52.10	\$20,841.00
28	COS-10.5.1.8	Concrete Sidewalk	333	SF	\$11.58	\$3,856.00
29	COS-10.5.2.8	Concrete ADA Ramp	90	SF	\$26.63	\$2,397.00
30	COS-10.5.3.8	Concrete Driveway	854	SF	\$12.16	\$10,382.00
31	COS-11.8.11.5.12	6" Aggregate Base	192	SY	\$12.16	\$2,334.00
32	COS-13.1.5	Seeding	0.1	ACRE	\$11,580.00	\$1,158.00
33	COS-13.2.5	Native Seeding	0.8	ACRE	\$6,367.50	\$5,094.00
34	COS-16.8.2.1	Construction Exit	1	EA	\$3,821.00	\$3,821.00
35	COS-16.8.2.3	Composite Filter Sock	614	LF	\$4.17	\$2,559.00
36	COS-16.8.2.4	Inlet Protection	6	EA	\$301.00	\$1,806.00
COS - IDEA COMMONS STANDARD ITEMS SUBTOTAL					\$1,461,482.00	

JOB SPECIAL PROVISIONS - IDEA COMMONS						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	JSP-100.3.3.1	Removal of Gravel	2238	SY	\$6.77	\$15,158.00
2	JSP-100.11.3.1	Mobilization	1	LS	\$446,486.00	\$446,486.00
3	JSP-200.2.4.2	Roadway Striping Paint White 4"	3734	LF	\$1.62	\$6,053.00
4	JSP-300.8.6	Trash Receptacle	1	EA	\$4,863.00	\$4,863.00
5	JSP-300.10.3.1	Concrete Wheel Stop	28	EA	\$185.25	\$5,187.00
6	JSP-500.2.6.2	Stamped Integral Color Concrete	175	SF	\$20.84	\$3,647.00
7	JSP-600.7.4.1	Raceways (HDPE)	75	LF	\$29.23	\$2,192.00
8	JSP-600.7.4.2	Raceways (PVC)	240	LF	\$17.53	\$4,208.00
9	JSP-600.7.4.3	Raceways (RMC)	840	LF	\$39.74	\$33,381.00
10	JSP-650.15.1.18	(C.U.) (4) 2" Galvanized Conduit in Trench	210	LF	\$71.30	\$14,972.00
11	JSP-650.15.1.19	(C.U.) (4) 2" PVC Conduit in Trench	60	LF	\$32.73	\$1,964.00
12	JSP-650.15.1.20	(C.U.) Bollard	2	EA	\$1,485.50	\$2,971.00
13	JSP-650.15.1.21	(C.U.) Three Phase Junction Cabinet & Sleeve	2	EA	\$911.50	\$1,823.00
14	JSP-700.10.4.1	Construction Fence	1	LS	\$0.00	\$0.00
15	JSP-800.4.4.2	4'X4' Grate Inlet	6	EA	\$4,052.33	\$24,314.00
16	JSP-800.11.4.1	Concrete Collar	3	EA	\$2,026.00	\$6,078.00
17	JSP-900.3.5.1	Adjustments of Sanitary Sewer Lateral	1	LS	\$8,684.00	\$8,684.00
18	JSP-1300.2.6.1	Class A Concrete (Culvert)	1549	CY	\$1,524.83	\$2,361,968.00
19	JSP-1500.2.4.1	Concrete Washout	2	EA	\$2,026.00	\$4,052.00
JSP - IDEA COMMONS ITEMS SUBTOTAL					\$2,948,001.00	
ALLOWANCES						
ITEM NO.		DESCRIPTION	QTY	UNIT TYPE	UNIT PRICE	GMP PRICE
1	Allowance 1	Removal of Contaminated Soil & Replacement with Compacted Fill	100	CY	\$90.00	\$0.00
2	Allowance 2	Removal of Unsuitable Soil & Replacement with Compacted Fill	200	CY	\$70.00	\$0.00
3	Allowance 3	Removal of Trench Rock & Replacement with Compacted Fill	200	CY	\$275.00	\$0.00
4	Allowance 4	Removal of Mass Rock & Replacement with Compacted Fill	100	CY	\$275.00	\$0.00
ALLOWANCE ITEMS SUBTOTAL					\$0.00	
GMP TOTAL					\$4,409,483.00	



EXPLANATION TO COUNCIL BILL 2024-256 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Cooperative Intergovernmental Agreement with the Board of Governors of Missouri State University for archaeological construction monitoring conducted in support of the Renew Jordan Creek project for the not to exceed price of \$272,520.65.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Cooperative, Intergovernmental Agreement with the Board of Governors of Missouri State University and enter into a not-to-exceed contract in the amount of \$272,520.65, for Archeological Construction Monitoring conducted in support of the Renew Jordan Creek ("Project").

BACKGROUND INFORMATION: As part of United States Corps of Engineers ("USACE") Section 404 permit process, the USACE as the Project's Federal Partner, is required to comply with Section 106 of the National Historic Preservation Act. The City of Springfield, in coordination with the USACE and various consulting parties including Missouri State Historic Preservation Office ("SHPO") and numerous Native American Tribal representatives, is required to plan for ways to mitigate and address impacts to known and suspected historical sites within the Project area.

As part of the Section 106 requirements, and in consultation with USACE, it was determined that a Programmatic Agreement ("PA") and a Memorandum of Agreement ("MOA") would be required to define the associated archeological investigation and impact mitigation for the Project. The Archeological Construction Monitoring work is a critical component defined in the PA. The construction monitoring phase of the archeological work will further delineate the cultural resource sites and generate archaeological artifacts associated with the two historical sites in the Project area: (23GR2023, Springfield Wagon Shops and 23GR2024, Springfield Manufacturing Company). A scope of work, fee schedule, cost estimate, and contract are included as "Exhibit A."

Any artifacts generated will be curated by the Bernice S. Warren Center for Archaeological Research ("CAR") at Missouri State University under an existing curation agreement in place between MSU-CAR and the City of Springfield for this project (Council Bill 2024-066) Curation of the archaeological artifacts is necessary for compliance with Section 106 requirements.

Supports the following City Council Priorities:

- Quality of Place



- Public Safety

REMARKS: This Council Bill will authorize the City of Springfield to enter into a contract ("Exhibit A") with the Board of Governors of Missouri State University for Archeological Construction Monitoring for the Renew Jordan Creek Project. This contract will be funded through Level Property Tax Funds that have already been budgeted for the project. Public Works recommends approval of this Council Bill.

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 11/12/2024

Attachments:

1. RJC Project A Archaeological Monitoring_ord1
2. 3_PROJECT A (RJC) MSU CAR Archeological Monitoring Contract_ExhA

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 11-12-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-256

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Cooperative
2 Intergovernmental Agreement with the Board of Governors of Missouri
3 State University for archaeological construction monitoring conducted
4 in support of the Renew Jordan Creek project for the not to exceed
5 price of \$272,520.65.
6 _____
7

8 WHEREAS, as part of the United States Corps of Engineers ("USACE") Section
9 404 permit process, the City is required to comply with Section 106 of the National
10 Historic Preservation Act and develop plans to mitigate and address impacts to known
11 and suspected historical sites within the area of the Renew Jordan Creek project
12 ("Project"); and
13

14 WHEREAS, construction monitoring may potentially generate archaeological
15 artifacts associated with two historic sites within the Project area, and it is necessary for
16 the City to comply with Section 106; and
17

18 WHEREAS, the Bernice S. Warren Center for Archaeological Research ("CAR")
19 at Missouri State University will perform the archaeological construction monitoring work
20 in exchange for a fee; and
21

22 WHEREAS, CAR will curate any archaeological artifacts discovered during
23 construction pursuant to an agreement authorized in Special Ordinance 27982.
24

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

28 Section 1 – City Council hereby authorizes the City Manager, or designee, to
29 enter into a cooperative intergovernmental agreement with the Board of Governors of
30 Missouri State University for archaeological construction monitoring conducted in
31 support of the Renew Jordan Creek Project for the not to exceed price of \$272,520.65,
32 provided the agreement is in substantial conformity with the agreement attached hereto
33 and incorporated herein by reference as "Exhibit A."

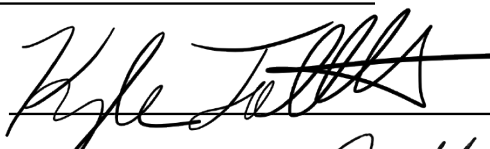
34 Section 2 – This Ordinance shall be in full force and effect from and after
35 passage.

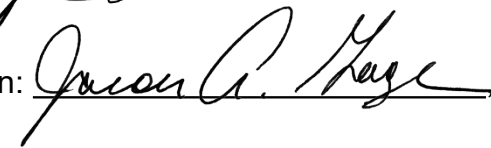
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance _____

45
46 Approved as to form:  _____, Assistant City Attorney

47
48 Approved for Council action:  _____, City Manager
49
50

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONSULTANT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE 07/01/2021	TERMINATION DATE 06/30/2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONSULTANT	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1990 Attn: Kirkland Preston		Board of Governor's of Missouri State University 901 S. National SPRINGFIELD MO 65897 Phone: 417-836-8473 Attn: Adam Niesen Email: AdamNiesen@MissouriState.edu	

CONSULTANT CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Consultant to render certain professional services hereafter described in connection with **Renew Jordan Creek Archeological Construction Monitoring** more particularly described in *Exhibit A*; and

WHEREAS, the Consultant made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Consultant as follows:

1. **Services.** The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in *Exhibit A* in accordance with the standard of care, skill and expertise ordinarily used by other members of Consultant's profession in performing similar services. No services shall be provided by Consultant until this Contract has been fully executed.

2. **Addition to Services.** The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Consultant.

3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Consultant without charge, and the parties shall reasonably cooperate in connection with this Contract.

4. **Personnel.** The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all

personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Term.** The services of the Consultant shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing by the City, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Consultant providing services hereunder shall be required to keep track of the amount of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Consultant shall promptly notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.

7. **Payment.**

a. **Conditioned upon acceptable performance.** Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant in accordance with the terms set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Consultant for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Consultant under the terms of this Contract exceed the sum of **TWO HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED TWENTY and 65/100 Dollars (\$272,520.65)**.

8. **Termination of Contract.**

a. **Termination for breach.** Failure of the Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Consultant by one of four different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Consultant; or by electronic mail to the address indicated below; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Consultant.

b. **Termination for Convenience.** The City shall have the right at anytime upon 15 days' written notice to Consultant to terminate and cancel this Contract, without cause, for the convenience of the City, and Consultant shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Consultant 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 Consultant 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 Consultant.

9. Conflicts. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Consultant.

10. Assignment. The Consultant 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 Consultant 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. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, 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 Contract.

11. Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

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

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

13. Occupational License: The Consultant shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained.

14. Compliance with Laws. Consultant agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments issued to Consultant has been made in full.

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

16. 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.

17. Nonresident/Foreign Consultants. The Consultant shall procure and maintain during the life of this Contract:

a. If the Consultant is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

18. General Independent Consultant Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

19. City Benefits. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

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

a. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this 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. To the extent allowed by law, the Consultant shall hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Consulting arising out of or in any way connected with this work.

21. 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.

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

CONSULTANT

By: Brad Bodenhausen

Brad Bodenhausen
Name & Title: VP for Community & Global Partnerships

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

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit A to Consultant Contract**Scope of Work**

Name of Consultant	MSU-CAR	
Scope of Work (Job Description)	Archeological Monitoring - Renew Jordan Creek Construction	
Start Date	December 16, 2024	
Interim Deadlines (if applicable)	Date	Phase of Project To Be Completed
	NA	NA
	NA	NA
	NA	NA
Final Completion Deadline	December 31, 2026	
Reimbursable Expenses	☒ None ☐ Travel, Lodging, Meals, Phone Calls, Copying, Postage	
Maximum Payment	\$	Maximum Payment for Services Rendered
	\$	Maximum Amount Of Expenses To Be Reimbursed
	\$ 272,520.65	Total Maximum Amount To Be Paid To Consultant, including both services and reimbursable expenses
Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of ☒ Incremental Payments As Follows: Invoiced to City based on work completed (monthly invoicing)	
Department Head's Signature or designee	Date:	



Proposal for:

**Archaeological Monitoring and Data Recovery, Renew Jordan Creek from Main to Boonville, Phases 1–5, Downtown Springfield, Greene County, Missouri
(DA Permit Number: SWL-2022-00064)**

Submitted to:

Kirkland Preston
Department of Public Works - Stormwater
City of Springfield
kpreston@springfieldmo.gov

Project Description

As stipulated by the Programmatic Agreement (PA) between the City of Springfield (COS), U.S. Army Corps of Engineers – Little Rock District (USACE-SWL), Missouri State Historic Preservation Office (MoSHPO), and the Osage Nation Historic Preservation Office (ONHPO), the Warren Center for Archaeological Research (CAR) proposes to provide archaeological monitoring and data recovery services in conjunction with Phases 1–5 of the Renew Jordan Creek Project from Main to Boonville Avenue (the Project) in Springfield, Greene County, Missouri. All work proposed below will be completed under the direction of a qualified professional archaeologist and conform to the stipulations of the Monitoring and Data Recovery Plan (PA Appendix B) and the subsequent recommendations of the Management Summary Geoarchaeological Trenching Results (Rideout et al. 2024).

Archaeological monitoring and data recovery are designed to mitigate, in part, adverse effects on known historic properties within the area of potential effects (APE). Specifically, ground disturbance associated with the Project will impact substantial portions of two National-Register-eligible archaeological sites (23GR2023 and 23GR2024). Prior work at these sites has demonstrated remarkable stratigraphy and the presence of intact cultural horizons and features associated with the pre-contact Indigenous occupation of the Jordan Valley and the early development and urbanization of Springfield. The identification of intact cultural deposits and recovery of available data within the APE will provide important knowledge spanning the entire history of human occupation in the region.

Scope of Work

The proposed archaeological monitoring and data recovery effort will include: (1) archaeological monitoring of all ground disturbance activities in areas of archaeological concern; (2) archaeological data recovery of intact cultural horizons and features; (3) processing, analysis, and curation of recovered archaeological materials; (4) submission of a comprehensive report detailing the results of the geoarchaeological trenching, monitoring, and data recovery. Each of these tasks are briefly detailed below. Please refer to the Monitoring and Data Recovery Plan (PA Appendix B) for a more detailed description of field and laboratory methods.

1. Archaeological Monitoring

Archaeological monitoring under the supervision of a Secretary of Interior Standards (SOI) qualified archaeologist will be undertaken from the start of construction to the completion of construction of the Project for all ground disturbance activities in areas of archaeological concern. Specific monitoring procedures will vary based on the pre-determined archaeological potential of stratified material slated to be removed from the APE. Materials have been classified into three restriction levels by depth and composition: (1) Unrestricted (modern and pre-cultural deposits); (2) Moderately restricted (postcontact fill); (3) Restricted (pre-contact/contact-era surfaces).

Excavation contractors can expect to remove recent landscaping and parking-related hardscaping (e.g., concrete, asphalt, and aggregate) to approximately 8–12 in (20–30 cm) below the modern ground surface. Underlying that, modern clean fill (comprising clay subsoil with limestone gravel/cobbles) is anticipated to depths between 4.2 and 5.6 ft bs (1.3 and 1.7 m bs) east of Cambell Ave. and to 1.6 and 8.0 ft bs (0.5 and 2.4 m bs) west of Cambell Ave. Modern deposits can be excavated relatively quickly, using standard excavating techniques (e.g., equipment with toothed buckets) with minimal cultural resource monitoring, and the spoils can be loaded directly for removal from the site. At least one SOI-qualified monitor will be present to observe the removal of modern deposits and alert excavation contractors when they encounter the uppermost buried postcontact (historic) ground surface.

Moderately restricted deposits will consist of alternating horizons of buried postcontact ground surfaces (comprising topsoil, ash/cinder dumps, possibly remnants of structural fires, and dispersed artifacts) and fill. Postcontact ground surfaces and fill are anticipated beginning at depths between 0.9 and 8.0 ft bs (0.3 and 2.4 m bs) and terminating at depths between 4.5 and 8.2 ft bs (1.4 and 2.5 m bs). In the vicinity of Geoarchaeological Trenches 6–7 (western APE), modern fill is anticipated to terminate immediately at the buried contact/precontact horizons (having no extant buried postcontact deposits separating them). Where present, postcontact surfaces/fill deposits can be excavated relatively quickly, using standard excavating techniques (e.g., equipment with toothed buckets), but excavations will need to proceed cautiously at a slowed pace and will require more intensive cultural resource monitoring. One SOI-qualified archaeological monitor should be continuously monitoring each excavator in moderately restricted and restricted deposits, and a monitor or technician shall be present to visually inspect excavated material before removal from the site. Additional crew on-call at the CAR office will be available to mobilize as needed for feature recordation and excavation.

Restricted soils encompass all intact pre-contact or contact era surfaces, beginning at depths between 4.5 and 9.9 ft bs (0.4 and 3.0 m bs) east of Geoarchaeological Trench 6 and at depths of approximately 0.3 ft bs (0.9 m bs) in the lower (western) lot containing Trenches 6 and 7. The pace and method of excavations will be adjusted to allow for the intensive monitoring and data recovery procedures outlined in the Monitoring and Data Recovery Plan (PA Appendix B). Excavation in

these soils will require 4-ft or wider smooth-edge buckets and careful removal of material in approximately 2-inch scrapes. Additionally, excavation efforts may need to be redirected intermittently as small teams of excavators will be brought in for data recovery if and when settlement, contact, and/or precontact features (e.g., tanning vats, postholes, or hearths) or other deep more recent historical features (e.g., wells or outhouse pits) are exposed. In the event of an unanticipated discovery of human remains or burial, the contractor must comply with the Missouri Unmarked Human Burial Law (RSMo §194.400-410) and adhere to the Project's approved *Inadvertent Discovery Plan*.

Vertical and horizontal control will be provided by a centimeter-accurate SparkFun RTK Facet L-Band GNSS unit, which will be used to record excavation limits, piece plots, features, and all other relevant spatial data. For the duration of monitoring, weekly progress reports will be supplied to USACE, SHPO, COS, and ONHPO. Monitoring will continue until pre-settlement soils are encountered, possibly at depths of up to 10 feet below the surface.

2. *Data Recovery*

Archaeological data recovery will follow the procedures outlined in the Monitoring and Data Recovery Plan (PA Appendix B). Below the overburden, any diagnostic artifacts observed in primary context will be collected. If a feature is identified, excavations will be temporarily halted, and the CAR office will be notified. To prevent costly downtime for the construction crew, the excavator may be moved to another location along with the monitoring crew, while a data recovery team is mobilized from the CAR office. The CAR office is located at 622 S. Kimbrough Ave., about 0.5 mile from the APE, and additional crew can typically be on site within 15 minutes of notification. With the possible exception of large, deep post-contact features such as cisterns, privy pits, and wells, all features will be excavated by hand. All features encountered during excavation will be entirely exposed in plan view within the limits of proposed disturbances. Foundations, builder's trenches, and other linear features will be mapped and photographed in plan view, and at least one hand-excavated test unit will be placed to sample adjacent stratigraphy and define the vertical extent of the feature.

Before its removal, the stone arch bridge beneath Campbell Avenue will be documented as an archaeological feature. Where possible, the structural ruins will be exposed *in situ*. Documentation will include scale drawings and photographs of the ruins. Disassembly will be monitored and photo-documented by an archaeologist.

Any exposed pit features will be bisected with trowels, and the fill will be removed in 10 cm levels. After removing half of the fill, the feature's profile will be drawn to scale and photographed. A flotation sample of at least ten liters will be taken from the second half of the features and returned to the CAR lab; only new float bags will be used for collecting flotation samples. In addition to the flotation sample, samples of plant or animal remains will be removed from feature deposits for possible radiocarbon dating. The location of the radiocarbon samples taken will be mapped and noted on the feature form. Once the fill has been removed, a final plan view drawing and photograph will be taken of the feature.

1. *Artifact Processing, Analysis, and Curation*

Except for exceptional cases, at the discretion of the archaeological monitor, no artifacts will be recovered from non-feature or architectural contexts in unrestricted or moderately restricted deposits. If previously unsampled, discrete midden/dump deposits are encountered, a representative sample of their contents may be retrieved for analysis before discard. All artifacts recovered from feature contexts and/or restricted deposits will be collected. Artifact collections

will be packaged and returned to CAR for processing and analysis.

Diagnostic artifacts will be scanned or photographed with a scale for presentation in the report. All flotation samples will be processed through a Flote-Tech device to remove the sediments. If recovered in sufficient quantity and context to support specialized analysis, floral and faunal remains will be prepared for shipment to outside experts (e.g., Katherine Parker for floral remains and Terrance Martin for faunal remains). The cost of this specialized analysis will depend on the results of the data recovery and is not included in this scope of work. For precontact features, after analysis, a sample of any carbonized floral remains will be sent to obtain radiocarbon dates. At least eight samples will be sent for radiocarbon dating. This date will more accurately determine when these sites were utilized. All materials and associated records, as required by the PA, will be curated with CAR under the conditions of the cooperative agreement between COS and the Board of Governors of Missouri State University.

2. *Reporting and Deliverables*

Weekly summary reports will be provided to COS, USACE, MoSHPO, and ONHPO for the duration of monitoring activities. Within five days after the end of monitoring and data recovery operations, a letter summary report prepared by CAR will be sent to Olsson and the COS describing the results. This summary report will be forwarded to the USACE for review and consultation. Within one year of fieldwork completion, CAR will deliver a comprehensive report draft to Olsson and COS. This report will describe the methodology and results of the monitoring operations and any data recovery efforts. Updated site forms will be prepared for Sites 23GR2023 and 23GR2024 and submitted to MoSHPO.

Schedule and Cost Estimate

Based on the preliminary construction schedule provided by COS, we estimate that at least one SOI-qualified archaeological monitor will be needed on site between mid-November 2024 and mid-May 2025. Additional SOI-qualified monitors and technician support will be needed during intensive grading and excavation into *moderately restricted* and *restricted* materials, estimated to occur over approximately 60 days spread out between December 2024 and April 2025. We anticipate that a data recovery team comprising two additional SOI-qualified archaeologists with technician support will be needed on site for no more than 160 hours throughout the project. A draft final report will be provided within one year (12 months) of fieldwork completion, as stipulated by the PA. CAR can complete the proposed work on a cost-reimbursable, time-and-materials basis, with a maximum cost not to exceed **\$272,520.65** (see Exhibit A). This cost does not include any specialized analyses of floral or faunal remains by outside experts as mentioned in PA Appendix B.

Should you have any questions or concerns regarding this proposal, please don't hesitate to contact our office. We thank you for your consideration and look forward to providing prompt, high-quality archaeological services for the above-referenced project.

Kevin Cupka Head, RPA
Director
Warren Center for Archaeological Resources
kcupkahead@missouristate.edu

October 8, 2024

Exhibit A. Budget Detail

1. MOBILIZATION

<i>No.</i>	<i>Personnel / Item</i>	<i>Rate</i>	<i>Quantity</i>	<i>Unit</i>	<i>Expense</i>
1	Director	\$62.51	2	hours	\$125.02
1	Research Archaeologist	\$43.38	2	hours	\$86.75
1	Project Supervisor	\$35.73	2	hours	\$71.47
1	Research Specialist	\$30.54	2	hours	\$61.07
	<i>Total Mobilization</i>				\$344.31

2. FIELD WORK

1	Director	\$62.51	80	hours	\$5,000.86
1	Research Archaeologist	\$43.38	1500	hours	\$65,062.50
1	Research Archaeologist	\$41.64	1000	hours	\$41,640.00
1	Research Archaeologist	\$42.31	160	hours	\$6,769.54
1	Project Supervisor	\$35.73	80	hours	\$2,858.79
	Archaeological				
2	Technicians	\$20.46	1000	hours	\$40,926.00
1	Vehicle	\$0.66	400	miles	\$264.00
	Field Supplies	\$15.00	200	days	\$3,000.00
	<i>Total Fieldwork</i>				\$165,521.68

3. LABORATORY WORK

1	Laboratory Director	\$62.51	24	hours	\$1,500.26
1	Laboratory Technicians	\$30.54	80	hours	\$2,442.88
	Lab Supplies	\$5.00	15	days	\$75.00
	C14 Dating	\$400.00	8	samples	\$3,200.00
	<i>Total Labwork</i>				\$7,218.14

4. RESEARCH-REPORTING

1	Director	\$62.51	40	hours	\$2,500.43
1	Research Archaeologist	\$43.38	120	hours	\$5,205.00
1	Drafting	\$35.73	24	hours	\$857.64
1	Research Assistant	\$30.54	16	hours	\$488.58
	<i>Total Research-Reporting</i>				\$9,051.64

5. CURATION

Direct Subtotal	\$182,135.77
<i>5% Curation Fee</i>	\$9,106.79

Total Direct	\$191,242.56
Total Indirect (42.5%)	\$81,278.09

NTE Estimate	\$272,520.65
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EXPLANATION TO COUNCIL BILL 2024-257 (HARDINGER)

FILED: 11/08/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A general ordinance amending special Ordinance 6863 to reallocate \$100,000 appropriated to the Department of Planning and Development for the Housing and Urban Development (“HUD”) five-year consolidated plan to support housing and the remaining balance from the \$50,000 appropriated to the HUD consolidated plan for fair housing to fund the Sunshine Street Corridor Plan.

PURPOSE: Amending Special Ordinance 6863 to reallocate funding appropriated to the Planning Department for the HUD 5 year consolidated plan to support housing (\$100,000) and unused funds from the HUD consolidated plan for fair housing (any remaining balance of the \$50,000 not awarded for the project) and fund the Sunshine Street Corridor Plan with those funds, as recommended by the City Council ARPA Review Committee.

BACKGROUND INFORMATION: The American Rescue Plan Act (“ARPA”) of 2021 was passed by Congress on March 10, 2021, and signed into law on March 11, 2021. The Act provided \$1.9 trillion in aid to families, governments, businesses, schools, non-profits, and others impacted by COVID-19. The Act included, among other things, \$656 billion for direct financial assistance to individuals, businesses and non-profits; \$56 billion in assistance to individuals and families, \$211 billion for education and childcare programs; \$86 billion for health programs; \$40 billion for transportation, including airports and rail; \$61 billion for a variety of other programs and \$350 billion for state and local governments in a Fiscal Recovery Fund.

Of the \$350 billion in state and local ARPA Fiscal Recovery Fund administered by the U.S. Department of Treasury, the City of Springfield directly received an allocation of \$40,276,290. The City award of \$40,276,290 in ARPA Funds was accepted by City Council through Special Ordinance 27535 passed on July 26, 2021.

City Council, through Special Ordinance 6863, approved funding totaling \$100,000 for the HUD five (5) year consolidated plan to support housing and \$50,000 for the HUD consolidated plan for fair housing and amended the Planning Department's budget for the respective amounts. The Planning Department has determined that it will not be able to meet the December 31, 2024 obligation requirement for the HUD five (5) year consolidated plan to support housing and has decided to undertake the project in-house. In addition, the RFP for the HUD consolidated plan for fair housing has been issued and proposals received, which will result in some savings from the \$50,000 budget. The Planning Department desires to redirect the unused funds for both projects to the Sunshine Street Corridor Plan which will be ready to award prior to



December 31, 2024 obligation requirement. No budget adjustment is necessary since the Planning Department has already received the prior budget authority from Special Ordinance 6863.

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 11/13/2024

Attachments: 1. Planning Department ARPA Reallocation 11.2024

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-12-24

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-257

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 6863 to reallocate \$100,000 appropriated to the
2 Department of Planning and Development for the Housing and Urban
3 Development ("HUD") five-year consolidated plan to support housing
4 and the remaining balance from the \$50,000 appropriated to the HUD
5 consolidated plan for fair housing to fund the Sunshine Street
6 Corridor Plan.
7 _____
8

9 WHEREAS, the City of Springfield received an award of \$40,276,290 in the
10 American Rescue Plan Act ("ARPA") Funds in July 2021; and
11

12 WHEREAS, the City Council, through Special Ordinance 6863, approved funding
13 totaling \$100,000 for the Housing and Urban Development ("HUD") five-year
14 consolidated plan, to support housing, and \$50,000 for the HUD consolidated plan for
15 fair housing, and amended the budget of the Department of Planning and Development
16 accordingly; and
17

18 WHEREAS, the Department of Planning and Development has determined that it
19 will not be able to meet the December 31, 2024, ARPA obligation requirement for the
20 HUD five-year consolidated plan to support housing and has decided to complete the
21 project internally; and
22

23 WHEREAS, the Request for Proposals for the HUD consolidated plan for fair
24 housing has been issued and proposals received, resulting in an estimated savings of
25 \$17,500 from the \$50,000 budget previously allocated; and
26

27 WHEREAS, the Department of Planning and Development desires to redirect the
28 unused funds from both projects to the Sunshine Street Corridor Plan, which will be
29 ready to award prior to the December 31, 2024, ARPA obligation deadline; and
30

31 WHEREAS, no budget adjustment is necessary as the Department of Planning
32 and Development has already received prior budget authority in Special Ordinance
33 6863.

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

36
37 Section 1 – The American Rescue Plan Act (“ARPA”) funds originally allocated
38 for the Housing and Urban Development (“HUD”) five-year consolidated plan to support
39 housing pursuant to Special Ordinance 6863 are hereby reduced to \$100,000 to \$0.
40

41 Section 2 – The remaining ARPA funds from the original allocation of \$50,000 for
42 the HUD consolidated plan for fair housing is hereby reduced to \$0.
43

44 Section 3 – The remaining balance of ARPA funds originally appropriated for the
45 HUD five-year consolidated plan to support housing and the HUD consolidated plan for
46 fair housing are hereby reallocated to fund the Sunshine Street Corridor Plan.
47

48 Section 4 – The City Manager, or designee, is hereby authorized and directed to
49 execute agreements, approved as to form by the City Attorney, for said project by and
50 on behalf of the City of Springfield.
51

52 Section 5 – This Ordinance shall be in full force and effect from and after
53 passage.
54

55
56 Passed at meeting: _____
57

58
59 _____
60 Mayor

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

65
66 Approved as to form: Laura Vales, Assistant City Attorney
67

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



EXPLANATION TO COUNCIL BILL 2024-258 (MCCLURE)

FILED: 11/13/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with Anita J. Cotter for the purpose of employing her as City Clerk; authorizing payment of salary and benefits in accordance with the provisions of said agreement; and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into an agreement with Anita J. Cotter for the purpose of employing her as City Clerk; and authorizing payment of salary and benefits in accordance with the provisions of said agreement.

BACKGROUND INFORMATION: City Council appointed Anita J. Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement executed on December 10, 2018, was subsequently amended on September 4, 2019, April 19, 2021, January 24, 2022, January 17, 2023, and December 17, 2023.

This council bill will replace the current Employment Agreement, as amended, with the new Employment Agreement attached as "Exhibit 1." The Agreement sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement authorizes the payment of salary and benefits in accordance with the provisions of said agreement. The Agreement will be effective upon approval by the City Council.

In addition to a raise, changes to the Employment Agreement include a requirement that the annual performance review align with the budget cycle and occur in the fourth quarter of the fiscal year, i.e. April 1 – June 30 (no date or timeframe was previously specified), as well as changes to the termination clause, including that notice to terminate without cause / good reason has been extended from 30 to 60 days.

Submitted By: Jordan Paul, City Attorney

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

Jason Gage, City Manager 11/15/2024

Attachments:

1. City Clerk Employment K 2024_ Ord
2. Exh 1- 2024 Employment Contract

One-rdg. _____
P. Hrngs. _____
Pgs. 31
Filed: 11-12-24

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-258

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, to enter into an agreement with
2 Anita J. Cotter for the purpose of employing her as City Clerk;
3 authorizing payment of salary and benefits in accordance with the
4 provisions of said agreement; and authorizing the Mayor to execute
5 the same by and on behalf of the City of Springfield.
6 _____
7

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

10
11 Section 1 – That the agreement with Anita J. Cotter for the purpose of employing
12 her as City Clerk, a true and accurate copy of said agreement being attached hereto
13 and incorporated as “Exhibit 1,” be and the same is hereby approved and upon
14 execution, payment of salary and benefits to Cotter in accordance therewith is hereby
15 authorized.
16

17 Section 2 – That the Mayor of the City of Springfield, Missouri, is hereby
18 authorized and directed to execute said agreement by and on behalf of the City of
19 Springfield.
20

21 Section 3 – That this Ordinance shall become effective immediately upon its
22 passage.
23

24 Passed at meeting: _____
25

26 _____
27 Mayor
28

29 Attest: _____, City Clerk
30

31 Filed as Ordinance: _____
32

33 Approved as to form: , City Attorney

34
35
36 Approved for Council action: , City Manager

Exhibit 1

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“this Agreement”) is made and entered into this 17th day of December, 2024, by and between the City of Springfield, Missouri (“City”), and Anita J. Cotter (“Employee”), and with City and Employee being referred to collectively as “the Parties.”

WITNESSETH:

WHEREAS, City and Employee entered into an Employment Agreement on or about December 10, 2018, including five (5) amendments thereto, collectively attached hereto and incorporated by reference as Exhibit “A”; and

WHEREAS, City and Employee desire to contemporaneously terminate the Employment Agreement dated December 10, 2018 and enter into this Agreement in lieu thereof.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated as if restated in full herein.
2. **Effective Date.** The Employment Agreement dated December 10, 2018 shall terminate at 11:59 p.m. on December 16, 2024 and this Agreement shall be effective at 12:00 a.m. on December 17, 2024 (“the Effective Date”).
3. **Term.** This Agreement is for employment-at-will under Missouri law for a term commencing on the Effective Date and continuing thereafter for an indefinite term, until terminated in accordance with the City Charter, this Agreement, or other law.
4. **Employment.** Employee shall serve as City Clerk and discharge the duties and responsibilities of such office in accordance with the City Charter, this Agreement, and as assigned by the City Council. Employee shall devote 100% of her business hours to City, except as otherwise provided in this Agreement. Pending approval from City Council, nothing in this Agreement shall preclude Employee from devoting reasonable periods as may be required for outside activities and engagements that will not reflect adversely on City, and that are not inconsistent with the City Charter, or the mission or purposes of City, including, but not limited to, such activities as the following: (a) fulfilling speaking engagements; or (b) engaging in charitable and community activities.
5. **Performance.** City Council shall annually review the performance of Employee, establishing specific performance goals for Employee, and shall make a reasonable effort to share with Employee City’s desired performance review format, City’s approach for successful performance, and the desired performance goals for Employee and how said goals relate to the overall success of City. Employee’s performance review shall occur in the fourth quarter of the fiscal year.

6. Compensation. Beginning on the Effective Date, for all services provided to City by Employee, Employee shall be paid the following compensation:

A. Base Salary. Annual base salary in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000.00), payable in equal installments not less often than biweekly. City Council shall annually review Employee's base salary in conjunction with her performance review and may increase said salary based on performance, budgetary guidelines, market comparability, or other reasons.

B. Fringe and Welfare Benefits.

i. Automobile Allowance. City agrees to provide Employee with an auto allowance equal to and on the same terms as that which is provided to other employees with said benefit. The current automobile allowance is \$7,800 per year. Employee shall be eligible for travel reimbursement pursuant to City policy.

ii. Longevity Pay. City agrees to provide Employee with longevity pay in the amount of \$1,200 per year pursuant to General Ordinance No. 3425.

iii. Paid Leave. City agrees to provide Employee with paid leave equal to and on the same terms as that which is provided to full time unclassified employees, including but not limited to vacation, sick leave, holidays, floating holidays, exempt leave, pin day, military leave, jury duty, and funeral leave; however, Employee shall accrue vacation leave at the rate of 160 hours per year and may carry over unused leave with a maximum accrual of 640 hours. Employee shall be eligible to participate in Sick Leave Redemption pursuant to Merit Rule 21.2.1. Employee's paid leave balances shall be carried over from the Employment Agreement dated December 10, 2018 and credited to this Agreement.

iv. Insurance. City agrees to offer Employee insurance plans equal to and on the same terms as those which are provided to full time unclassified employees, including but not limited to health, dental, vision, and life insurance, and subject to City's rights to amend or terminate any such plans at any time.

v. Retirement. City participates in the Missouri Local Government Employees Retirement System ("LAGERS"), specifically L-6. City agrees to make 100% of the required contributions on behalf of Employee. In addition to LAGERS, City participates in a supplementary Section 457 retirement plan ("457 Plan"). City agrees to annually contribute the maximum amount allowed by the Internal Revenue Service into Employee's 457 Plan account during May of each calendar year. Currently, the IRS maximum amount allowed is \$30,500.

vi. Other Benefits. In addition to the fringe and welfare benefits set forth herein, Employee may participate, on the same terms, in any other fringe and welfare benefits offered to full time unclassified employees.

7. **Job-Related Expenses and Professional Development.** City agrees to pay for Employee's job-related expenses and professional development, subject to annual budget appropriation and City policy.

8. **Termination.** Notwithstanding anything contrary regarding Employee's employment as City Clerk as may be contained within the City Charter or any other source, this Agreement may be terminated by City (by majority vote of City Council), or by Employee, as follows:

A. Without Cause. This Agreement may be terminated without "Cause" (as defined below) by City, or by Employee without Good Reason (as defined below), upon 60 days' prior written notice to the other party. In the event of an involuntary termination without Cause by either party, City reserves the right, at its sole option, at any time within the 60-day notice period, to assign Employee transitional duties in addition to or in lieu of Employee's regular duties; provided, however, that City will not diminish Employee's Compensation before the involuntary termination without cause becomes effective as of the expiration of the 60-day notice period.

If City terminates this Agreement without Cause and requests a release, then conditioned on Employee executing a full release of any claims relating to Employee's employment with City, including the termination of that employment, City shall pay Employee for six (6) months after the effective date of notice of termination an amount equal to Employee's Base Salary in effect at the date of the notice of termination, to be paid in installments in accordance with the City's customary pay schedule. In addition to salary continuation, Employee will continue to receive for said six (6) month period any benefits Employee was receiving as of the date of notice. Other than as stated herein, all obligations of City to pay salary or benefits to Employee shall terminate six (6) months after the effective date of notice of termination.

In the event Employee voluntarily resigns or terminates her employment without providing the notice required pursuant to this paragraph and without Good Reason (as defined below), all obligations of City to Employee hereunder shall cease effective upon the date of notice by Employee of resignation or termination.

B. For Cause. City may terminate this Agreement at any time for Cause (as defined below), which termination shall be effective upon City's written notice to Employee of its election to terminate. For purposes of this Agreement, termination of Employee's employment by City would be for "Cause" in the event Employee: (i) commits an act of dishonesty, deceit, malfeasance, or breach of fiduciary duty in the performance of Employee's duties as an employee of City; (ii) neglects or fails to perform substantially to City Council's satisfaction Employee's job duties and responsibilities (provided that if there exists a performance event or condition that constitutes for Cause, Employee shall have thirty (30) days from the date notice of such performance deficiency is given to cure such event or condition and, if Employee does so, such event or condition shall not constitute for Cause hereunder); (iii) substantially violates any policy or reasonable

expectation of City Council regarding appropriate employee behavior or conduct (provided that if there exists a behavior or conduct issue that constitutes for Cause, Employee shall have thirty (30) days from the date notice of such issue is given to cure such issue and, if Employee does so, such issue shall not constitute for Cause hereunder); (iv) acts or fails to act in any way that reflects materially and adversely upon the City, including but not limited to a violation of any policy of City or the City Charter by Employee; (v) is convicted of, or pleads nolo contendere to any crime or offense involving dishonesty with respect to City, any felony, or any misdemeanor involving moral turpitude, or any illegal act involving personal gain to Employee; (vi) terminates her employment without Good Reason; or (vii) materially breaches any provision of this Agreement. Should Employee be terminated for Cause by City, City is not obligated nor required to pay severance. In the event City terminates this Agreement for Cause, all obligations of City to Employee hereunder shall cease effective upon the date of termination.

C. For Good Reason. Employee may terminate this Agreement at any time for Good Reason (as defined below), which termination shall be effective upon Employee's written notice to the City of Employee's election to terminate. For purposes of this Agreement, termination of this Agreement would be for "Good Reason" in the event the City: (i) acts to amend (or the citizens or legislature act to amend) any provisions of the City Charter, city ordinances, or Missouri law pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government; (ii) imposes on Employee an involuntary material reduction in Compensation of more than 20%; or (iii) materially breaches any provision of this Agreement. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless written notice of termination on account thereof (specifying a termination date of sixty (60) days from the date of such notice) is given by Employee to City no later than sixty (60) days after the time at which the event or condition purportedly giving rise to Good Reason first occurs or arises; and, provided that if there exists an event or condition that constitutes Good Reason, City shall have thirty (30) days from the date notice of such a termination is given to cure such event or condition and, if City does so, such event or condition shall not constitute Good Reason hereunder.

If Employee terminates this Agreement for Good Reason and City requests a release, then conditioned on Employee executing a full release of any claims relating to Employee's employment with City, including the termination of that employment, City shall pay Employee for six (6) months after the effective date of notice an amount equal to Employee's Base Salary in effect at the date of the notice of termination, to be paid in installments in accordance with City's customary pay schedule. In addition to salary continuation, Employee will continue to receive for said six (6) month period any benefits Employee was receiving as of the date of notice. Other than as stated herein, all obligations of City to pay salary or benefits to Employee shall terminate six (6) months after the effective date of notice of termination.

D. Effect of Death. In the event of Employee's death during the period of her employment pursuant to this Agreement, this Agreement shall terminate, and Employee's

legal representative shall be entitled to the unpaid Base Salary earned by Employee through the date of death.

E. Effect of Disability. In the event of Employee's disability during the period of Employee's employment pursuant to this Agreement, City may terminate this Agreement by giving Employee written notice of termination, which termination shall be effective upon City providing Employee (or Employee's agent) written notice of its election to terminate. For purposes of this Agreement, the term "disability" shall mean Employee's mental or physical impairment occurring during the period of Employee's employment pursuant to this Employment Agreement which, as determined by City, renders Employee unable, with or without reasonable accommodation, to safely and effectively perform the essential duties and responsibilities of her position for a period of six (6) consecutive months. The City may make the disability determination prospectively and does not have to allow a period of six months of Employee being unable to perform before the City may terminate this Agreement under this provision.

In the event this Agreement is terminated in accordance with this paragraph (8)(E) of this Agreement, then Employee shall be entitled to the unpaid Base Salary earned by Employee through the date of termination.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

10. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

11. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the Parties shall be solely and exclusively in Greene County, Missouri.

12. Compliance with Laws. Employee shall observe and comply with all Federal, State, and local laws.

13. Consequential Damages. In no event shall City be liable to Employee for special, indirect, or consequential damages.

14. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

15. Joint Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of

proof shall arise favoring or disfavoring any Party by virtue of the authorship of an of the provisions of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters covered and replaces any and all prior written and verbal agreements and negotiations with respect to such matters. Employee has not relied upon any promise or statement that is not specified in this Agreement.

17. 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.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Employee at the addresses as follows:

City of Springfield, Missouri	Anita J. Cotter
ATTN: City Attorney	1811 W. Highland St.
840 N. Boonville Ave.	Springfield, MO 65807
Springfield, MO 65802	

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.

19. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

20. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

21. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

22. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Springfield, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Ken McClure, and duly attested by its Deputy City Clerk, and Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

ANITA J. COTTER

Ken McClure, Mayor

Anita J. Cotter

ATTEST:

APPROVED AS TO FORM:

Julie Greer, Deputy City Clerk

Jordan L. Paul, City Attorney

Certification that this Employment Agreement is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Exhibit A

CONTRACT

2019-0082

	Routing Order	Date	Initials
Contract Administrator	BUFFEE SMITH	01/16/2019	BMS
City Attorney	RHONDA LEWSADER	01/16/2019	RL
Mayor	KEN MCCLURE	01/15/2019	KM

City Clerk	ANITA COTTER	01/22/2019	NRW
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☒ **New Contract** ☐ **Contract Renewal** ☐ **Auto Renew** ☐ **Addendum** ☐ **Change Order** ☐ **Void**

Type Of Contract: EMPLOYMENT

Contractor: COTTER, ANITA

Originating Dept: CITY COUNCIL/MAYOR

Contact Person: ANITA COTTER

Effective Date: 12/10/2018

Termination Date:

Amount: \$.00 **Requisition:** **PO:**

Additional Amt: \$.00

Notes:

Description: EMPLOYMENT AGREEMENT CITY CLERK

Council Bill: 2018-284

Ordinance No. 6486

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the date first written below by and between the City of Springfield, Missouri ("the City" or "Employer") and Anita J. Cotter ("Cotter" or "Employee"). The parties agree as follows:

1. **Employment.** Pursuant to the terms and provisions of this Agreement, the City shall employ Cotter to serve as City Clerk of the City under the terms of this Agreement as of December 10, 2018 (the "Effective Date"), and as of the Effective Date, Cotter shall serve as City Clerk under the terms of this Agreement and shall discharge the duties and responsibilities of such office in accordance with the City Charter, and also in accordance with the terms, conditions and provisions of this Agreement.

2. **Term.** This Agreement is for employment-at-will under Missouri law for a term commencing on the Effective Date and continuing thereafter for an indefinite term, until terminated in accordance with law, the City Charter, or the provisions of termination contained in this Agreement.

3. **The Position.** At all times during Employee's employment hereunder, Employee shall serve as City Clerk at the purview and pleasure of City Council in accordance with and as required by the City Charter which, among other things, requires Employee to perform the duties of City Clerk as set forth in the City Charter and requires Employee to devote her entire time to the duties of her office. At all times, Employee shall report to and be subject to the direction of City Council, and in addition to the functions, duties, and responsibilities of the City Clerk as set forth in the City Charter, Employee shall oversee, discharge and coordinate such additional and further responsibilities as City Council may deem necessary.

4. **Performance.** City Council shall annually review the performance of Employee, establishing specific performance goals for Employee, and shall make a reasonable effort to share with Employee the City's desired performance review format, the City's approach for successful performance, and the desired performance goals for Employee and how said goals relate to the overall success of the City. Additionally, Employee will present to the Mayor and City Council a proposed plan for continued leadership and professional development relating to established goals and objectives identified at least annually.

Throughout Employee's employment pursuant to this Agreement, Employee agrees to and shall devote 100% of her professional and business hours and her undivided attention to the business and affairs of the City, except as otherwise provided in this Agreement. Provided that Employee timely discloses to City Council, and receives City Council's approval to engage in the activity, nothing in this Agreement shall preclude Employee from devoting reasonable periods as may be required for outside activities and engagements that will not reflect adversely on the City, and that are not inconsistent with the City Charter.

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning the Effective Date, December 10, 2018 Dollars (\$103,248.60) annually, payable in equal installments not less often than biweekly. Beginning the Effective Date, Employee's performance shall be evaluated by City Council annually, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market

comparability, or for other reasons as desired by City Council. Beginning in January 2019, Employee's annual salary will be reviewed in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the annual amount of \$1,200.00 based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile Allowance.** Throughout Employee's employment under this Agreement, Employee shall receive a car allowance of \$430.00 per month (\$5,160.00 annually), in accordance with the car allowance available to other similarly-situated unclassified active employees of the City. Employee shall also be eligible for reimbursement for mileage for approved out-of-state travel in accordance with the reimbursement allowed for other similarly-situated unclassified active employees of the City. Should Employee travel outside of Greene County, Missouri for the purposes of necessary travel approved by the City, Employee shall have the option of using, from time-to-time, a vehicle owned by the City pursuant to the City's normal processes and practices available to other similarly-situated unclassified active employees of the City.

(b) **Leave Benefits.** In addition to leave authorized and allowed by law, including military leave and Family and Medical Leave, Employee shall receive the following leave benefits:

- (i) Per Agreement annual term for the twelve (12) months following the Effective Date, twelve (12) days of sick leave. Employee may carry over unused sick leave with a maximum accrual of 180 days, or 1,440 hours. Maximum accrual amount may be less than 1,440 hours if sell-back provision is utilized.
- (ii) Per Agreement Employee will accrue vacation at the rate of twenty (20) days annually subject to the rules of accrual which are applicable to all city employees hired after 1995.
- (iii) Per calendar year, four (4) floating holidays, nine (9) city holidays, and five (5) days of exempt leave. All calendar year annual leave must be used by the end of the last full pay period of the calendar year and may not be carried over.

(c) **Health Insurance and Dental Insurance.** Employee is eligible to receive health insurance benefits and dental insurance benefits under the terms and conditions of the City's insurance plans under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such plans at any time.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, the City agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). The City agrees to contribute up to \$10.00 per pay period into Employee's 457 Plan account as long as Employee also contributes \$10.00 per pay period.

(e) **Other Benefits.** In addition to the fringe and welfare benefits set forth herein, throughout the period of Employee's employment by the City under this Agreement, Employee may participate in all fringe and welfare benefit plans offered by the City, including but not limited to life insurance and enrollment in the Cafeteria Plan, subject to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend or terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent, and on the terms, made available to other similarly-situated unclassified active employees.

7. **Bonding.** The City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

8. **Termination.** Notwithstanding anything contrary regarding Employee's employment as City Clerk as may be contained within the City Charter, this Agreement may be terminated by the City (by majority vote of City Council), or by Employee, as follows:

(a) **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause upon thirty (30) days' prior written notice by one party to the other party. In the event of a termination without Cause by either party, the City reserves the right, at its sole option, at any time within the 30-day notice period, to assign Employee transitional duties in addition to or in lieu of Employee's regular duties; provided, however, the City will not diminish Employee's Base Compensation or benefits before the expiration of the 30-day notice period.

In the event Employee voluntarily resigns or terminates her employment without providing the notice required pursuant to this paragraph ten (8)(a), all obligations of the City to Employee hereunder shall cease effective upon the date of notice by Employee of resignation or termination.

(b) **Effect of Death.** In the event of Employee's death during the period of her employment pursuant to this Agreement, all unpaid Base Compensation earned by Employee through the date of death will be paid to the Employee.

(d) **For Cause.** The City may terminate this Agreement at any time for Cause (as defined below), which termination shall be effective upon the City's written notice to Employee of its election to terminate. For purposes of this Agreement, termination of Employee's employment by the City would be "for

Cause” in the event Employee: (i) commits an act of dishonesty, deceit, malfeasance, or breach of fiduciary duty in the performance of Employee’s duties as an employee of the City; (ii) neglects or fails to perform substantially to City Council’s satisfaction Employee’s job duties and responsibilities (provided that if there exists a performance event or condition that constitutes for Cause, Employee shall have thirty (30) days from the date notice of such performance deficiency is given to cure such event or condition and, if Employee does so, such event or condition shall not constitute for Cause hereunder); (iii) substantially violates any policy or reasonable expectation of City Council regarding appropriate employee behavior or conduct (provided that if there exists a behavior or conduct issue that constitutes for Cause, Employee shall have thirty (30) days from the date notice of such issue is given to cure such issue and, if Employee does so, such issue shall not constitute for Cause hereunder); (iv) acts or fails to act in any way that reflects materially and adversely upon the City, including but not limited to a violation of any policy of the City or the City Charter by Employee; (v) is convicted of, or pleads *nolo contendere* to any felony, or any misdemeanor involving moral turpitude, or any crime or offense involving dishonesty with respect to the City, or any illegal act involving personal gain to Employee; (vi) terminates her employment without cause; or (vii) materially breaches any provision of this Agreement. In the event the City terminates this Agreement for Cause, all obligations of the City to Employee hereunder shall cease effective upon the date of termination.

9. **Compliance with Applicable Laws and Regulations.** This Agreement is to be construed, and the compensation provided hereunder is to be paid, in such manner and at such times as shall comply with all applicable laws and regulations.

10. **Governing Law.** This Agreement is made and entered into in the State of Missouri and shall be interpreted, construed, enforced and applied pursuant to and in accordance with the laws of Missouri.

11. **Amendment and Waiver.** This Agreement shall not be modified or amended except upon the prior mutual written agreement of the parties. No term or provision of this Agreement shall be deemed to have been waived nor shall any estoppel operate against the enforcement of any provision of this Agreement except by written instrument of the party charged with such waiver or estoppel. No written waiver shall be a continuing waiver unless expressly so stated therein, and each waiver shall be effective only as to the specific term or condition waived, and shall not constitute a continuing waiver of any term or condition.

12. **Severability.** In the event that any provision of this Agreement is held or determined to be invalid or unenforceable for any reason, such invalidity shall not affect any other provision of this Agreement which shall at all times remain in full force and effect.

13. **Notices.** All notices required or permitted hereunder shall be immediately effective upon hand-delivery to the other party, or by electronic mail to the other party with a delivery and read receipt request, or by mail, postage prepaid, to the other party’s last known address.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting Employee’s employment with the City on and after the Effective Date

superseding all prior agreements and negotiations with respect to the subject matter hereof. This Agreement may be executed and delivered in one or more counterparts, all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written below.

12-10-18
Date

Anita J. Cotter
Anita J. Cotter

"Cotter" or "Employee"

The City of Springfield, Missouri

By: Ken McClure
Ken McClure, Mayor

"the City" or "Employer"

APPROVED AS TO FORM:

BY [Signature]
City Attorney or designee

CONTRACT

2019-0082-01

Routing Order

Date

Initials

Contract Administrator

BUFFEE SMITH

09/17/2019 BMS

City Attorney

RHONDA LEWSADER

9/19/19 *RL*

Mayor

KEN MCCLURE

09/16/2019 KM

City Clerk

ANITA COTTER

9/25/19 *AC*

☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☒ Addendum ☐ Change Order ☐ Void

Type Of Contract: EMPLOYMENT

Contractor: COTTER, ANITA

Originating Dept: CITY COUNCIL/MAYOR

Contact Person: ANITA COTTER

Effective Date: 12/10/2018

Termination Date:

Owned:

Amount: \$.00

Requisition:

PO:

Additional Amt: \$.00

Notes: AMENDING COMPENSATION

Description: EMPLOYMENT AGREEMENT CITY CLERK

Council Bill: 2019-175

Ordinance No. 27217

1- Karen Garrison 2- Anita Cotter 1- Ken McClure

**FIRST AMENDMENT TO PARAGRAPH 5 – COMPENSATION
OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF SPRINGFIELD, MISSOURI AND ANITA J. COTTER**

THIS FIRST AMENDMENT to PARAGRAPH 5 of the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri (“the City” or “Employer”) and Anita J. Cotter, City Clerk (“Cotter” or “Employee”), dated December 10, 2018 (the “Agreement”), is entered into by and between the City and Cotter as of the date and year first written below (the “First Amendment”).

WHEREAS, the City and Cotter are parties to a certain Employment Agreement executed and effective as of December 10, 2018 (the “Agreement”); and

WHEREAS, the City and Cotter wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, One Hundred Six Thousand Seven Hundred Eight Dollars (\$106,708.00) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

9/4/19
Date

Anita J. Cotter
Anita J. Cotter

"Cotter" or "Employee"

The City of Springfield, Missouri

By: Ken McClure
Ken McClure, Mayor

"the City" or "Employer"

APPROVED AS TO FORM

By: [Signature]
City Attorney of designee

CONTRACT

2019-0082-02

	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN	05/04/2021	DH
Contract Administrator	BUFFEE SMITH	05/04/2021	BMS
City Attorney	RHONDA LEWSADER	05/04/2021	RL
Mayor	KEN MCCLURE	04/30/2021	KM

City Clerk ANITA COTTER

☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☒ Addendum ☐ Change Order ☐ Void

Type Of Contract: EMPLOYMENT

Contractor: COTTER, ANITA

Originating Dept: CITY COUNCIL/MAYOR

Contact Person: ANITA COTTER

Effective Date: 12/10/2018

Termination Date: Owned:

Amount: \$.00 Requisition: PO:

Additional Amt: \$.00

Notes: AMENDING COMPENSATION

Description: EMPLOYMENT AGREEMENT CITY CLERK

Council Bill: 2021-088

Ordinance No. 27487

**SECOND AMENDMENT TO PARAGRAPH 5 – COMPENSATION
OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF SPRINGFIELD, MISSOURI AND ANITA J. COTTER**

THIS SECOND AMENDMENT to PARAGRAPH 5 of the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri (“the City” or “Employer”) and Anita J. Cotter, City Clerk (“Cotter” or “Employee”), dated December 10, 2018 (the “Agreement”), is entered into by and between the City and Cotter as of the date and year first written below (the “Second Amendment”).

WHEREAS, the City and Cotter are parties to a certain Employment Agreement executed and effective as of December 10, 2018 (the “Agreement”); and

WHEREAS, the City and Cotter wish to amend a certain provision of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning April 19, 2021, One Hundred Eleven Thousand Six Hundred Seventeen Dollars (\$111,617.00) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written below.

4-19-21
Date

Anita J. Cotter
Anita J. Cotter

"Cotter" or "Employee"

The City of Springfield, Missouri

By: Ken McClure
Ken McClure, Mayor

"the City" or "Employer"

APPROVED AS TO FORM

Rhonda Lewsader
Rhonda Lewsader (May 4, 2021 09:41 CDT)
City Attorney or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

David C Holtmann
David C Holtmann (May 4, 2021 10:05 CDT)
Director of Finance or Acting Director

THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND ANITA J. COTTER

THIS THIRD AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Anita J. Cotter, City Clerk ("Cotter") is entered into as of the date of execution.

WHEREAS, the City and Cotter are parties to a certain Employment Agreement dated December 10, 2018, which has been previously amended by First and Second amendments (collectively, the "Agreement"); and

WHEREAS, the City and Cotter wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective January 30, 2022, the first paragraph of subpart (a) "Without Cause" of Paragraph 8. "Termination" is hereby deleted and the following paragraph is inserted in its place:
 - a. **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by the City upon thirty (30) days prior written notice, and by Cotter upon sixty (60) days prior written notice. In the event of a termination without Cause by either party, the City reserves the right, at its sole option, at any time within the applicable notice period, to assign Employee transitional duties in addition to or in lieu of Employee's regular duties; provided, however, the City will not diminish Employee's Base Compensation before the expiration of the applicable notice period.
2. Effective January 30, 2022, Paragraph 5 – Compensation, of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:
 5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning January 30, 2022, One Hundred Sixteen Thousand and Eighty-Nine dollars and Twenty Three cents (\$116,089.23) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for

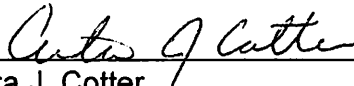
other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the annual amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

3. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

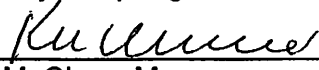
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

5-2-22

Date


Anita J. Cotter

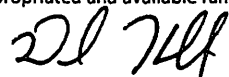
The City of Springfield, Missouri

By: 
Ken McClure, Mayor

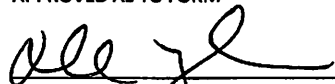


CERTIFICATE OF DIRECTOR OF FINANCE

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


Director of Finance or Acting Director

APPROVED AS TO FORM


City Attorney or designee

CONTRACT

2019-0082-04

	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN	01/18/23	DH
Contract Administrator	BUFFEE SMITH	01/18/2023	BMS
City Attorney	RHONDA LEWSADER	01/18/23	RL
Mayor	KEN MCCLURE	1-19-23	KM
City Clerk	ANITA COTTER	1-19-23	AGC

☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☒ Addendum ☐ Change Order ☐ Void

Type Of Contract: EMPLOYMENT

Contractor: COTTER, ANITA

Originating Dept: CITY COUNCIL/MAYOR

Contact Person: ANITA COTTER

Effective Date: 12/10/2018

Termination Date:

Owned:

Amount: \$.00

Requisition:

PO:

Additional Amt: \$.00

Notes: AMENDING LANGUAGE AND COMPENSATION

Description: EMPLOYMENT AGREEMENT CITY CLERK

Council Bill: 2022-300

Ordinance No. 27789

FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND ANITA J. COTTER

THIS FOURTH AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Anita J. Cotter, City Clerk ("Cotter") is entered into as of the date of execution.

WHEREAS, the City and Cotter are parties to a certain Employment Agreement dated December 10, 2018, which has been previously amended by First, Second and Third amendments (collectively, the "Agreement"); and

WHEREAS, the City and Cotter wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective January 15, 2023, Paragraph 5 – "Compensation," of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning January 15, 2023, One Hundred Twenty-Eight Thousand Seven Hundred Forty-Two dollars and ninety cents (\$128,742.90) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided for in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Effective January 15, 2023, Paragraph 6 – Fringe and Welfare Benefits, subparts (b) "Leave Benefits," (d) "Retirement Benefits," and (e) "Other Benefits" are amended by deleting the current provisions of said subparts and inserting the following in their place:

(b) **Leave Benefits.** In addition to leave authorized and allowed by law, including military leave and Family and Medical Leave, Employee shall receive the following leave benefits:

- (i) Per Agreement annual term for the twelve (12) months following the Effective Date, twelve (12) days of sick leave. Employee may carry over unused sick leave with a maximum accrual of 180 days, or 1,440 hours. Maximum accrual amount may be less than 1,440 hours if the sell back provision currently authorized by Merit Rule 21.2.1 is utilized.
- (ii) Per Agreement Employee will accrue vacation at the rate of twenty (20) days annually subject to the rules on maximum accumulation of accruals which are applicable to all City employees hired after 1995 (currently set forth in Merit Rule 21.1(g)).
- (iii) Per calendar year, four (4) floating holidays, five (5) days of exempt leave, and the total number of holidays recognized by the City (currently set forth in Merit Rule 20.1). All calendar year annual leave must be used by the end of the last full pay period of the calendar year and may not be carried over.

...

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, the City agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). The City agrees to contribute up to \$10.00 per pay period into Employee's 457 Plan account as long as Employee also contributes \$10.00 per pay period. Additionally, starting calendar year 2023, and for each calendar year thereafter, the City agrees to contribute \$14,100.00 into Employee's 457 Plan account during the month of May.

(e) **Other Benefits.** In addition to the fringe and welfare benefits set forth herein, throughout the period of Employee's employment by the City under this Agreement, Employee may participate in all fringe and welfare benefit plans offered by the City, including but not limited to life insurance and enrollment in the Cafeteria Plan, subject to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend or

terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent, and on the terms, made available to other similarly-situated unclassified active employees—including any increases to the benefits set forth in paragraphs (a) through (d) above.

3. Effective January 15, 2022, the first paragraph of subpart (a) "Without Cause" of Paragraph 8, "Termination" (as previously amended by the Third Amendment to this Agreement), is hereby deleted and the following paragraph is inserted in its place:

a. **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by either the City or Employee upon thirty (30) days prior written notice. In the event of a termination without Cause by either party, the City reserves the right, at its sole option, at any time within the 30-day notice period, to assign Employee transitional duties in addition to or in lieu of Employee's regular duties; provided, however, the City will not diminish Employee's Base Compensation before the expiration of the 30-day notice period.

4. All remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

1-17-23

Date

Anita J. Cotter

Anita J. Cotter



The City of Springfield, Missouri

By: Ken McClure

Ken McClure, Mayor

Certification of Director of Finance

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



Director of Finance or Acting Director

APPROVED AS TO FORM



City Attorney or designee

**FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY
OF SPRINGFIELD, MISSOURI, AND ANITA J. COTTER**

THIS FIFTH AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Anita J. Cotter, City Clerk ("Cotter") is entered into as of the date of execution.

WHEREAS, the City and Cotter are parties to a certain Employment Agreement dated December 10, 2018, which has been previously amended by First, Second, Third, and Fourth amendments (collectively, the "Agreement"); and

WHEREAS, the City and Cotter wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective December 17, 2023, Paragraph 5 – "Compensation," of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

5. Compensation. For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning December 17, 2023, One Hundred Thirty-Nine Thousand Eight Hundred Ninety-Two dollars and twenty-two cents (\$139,892.22) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed in conjunction with the City's fiscal year by City Council and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided for in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. All other remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

12-13-23
Date

Anita J. Cotter
Anita J. Cotter



The City of Springfield, Missouri

By: Ken McClure
Ken McClure, Mayor

Certification 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.

DL 744
Director of Finance or Acting Director

Approved as to form:

[Signature]
City Attorney or Assistant City Attorney



EXPLANATION TO COUNCIL BILL 2024-260 (MCCLURE)

FILED: 10/29/2024

ORIGINATING DEPARTMENT: City Manager

TITLE: A special ordinance authorizing the City Manager, or designee, to accept grant funds from the Musgrave Foundation, in the amount of \$10,000, for the benefit and use of the Mayor's Commission for Children to help further the mission of the Commission in the upcoming year.

PURPOSE: To authorize the Mayor's Commission for Children to accept grant funds totaling \$10,000 from the Musgrave Foundation to help further the mission of the commission in the upcoming year with greatest need and impact to the community.

BACKGROUND INFORMATION: On September 24, 2024, the Mayor's Commission for Children was informed that they would be receiving \$10,000 in December 2024 to be used through the 2025 calendar year. A final report to Musgrave Foundation of expenditures will be due in December 2025. Funds will be used to purchase and distribute books for preschool children at the Mayor's Annual Tree Lighting Holiday Show.

Information regarding community programs for families will also be made available with grant funding, as well as supplies needed for community support for the Mayor's Commission for Children initiatives.

Submitted By: Brigitte Marrs, Mayor's Commission for Children Coordinator

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

Jason Gage, City Manager 11/7/2024

Attachments:

1. MCFC Musgrave Grant_ord
2. 031 FY2025 CM Mayor Comm on Children 2024 Musgrave Autumn Redfern Grant -Ex_A
3. DOC- Ex B

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-12-24

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-260

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept grant funds from the
2 Musgrave Foundation, in the amount of \$10,000, for the benefit and
3 use of the Mayor's Commission for Children to help further the mission
4 of the Commission in the upcoming year.
5 _____
6

7 WHEREAS, on October 24, 2024, the Mayor's Commission for Children
8 ("Commission") was informed the Musgrave Foundation was awarding grant funds
9 totaling \$10,000 to be used through the end of the 2025 calendar year; and
10

11 WHEREAS, the funds will be used to purchase and distribute books for
12 preschool children at the Mayor's Christmas Tree Lighting, provide information
13 regarding community programs for families, and purchase supplies needed for
14 community support for Commission initiatives.
15

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

19 Section 1 – The City Manager, or designee, is authorized to accept a grant from
20 the Musgrave Foundation in the amount of \$10,000 to help further the mission of the
21 Commission in the upcoming year, including entering into an agreement accepting the
22 funds or setting forth grant terms provided that such agreement is approved as to form
23 by the City Attorney or designee.
24

25 Section 2 – City Council hereby authorizes the amendment of the budget of the
26 Commission for Fiscal Year 2024-2025 in the accounts and in the amounts shown on
27 Budget Adjustment No. 031, said Budget Adjustment to be in the form of "Exhibit A,"
28 which is attached hereto and incorporated herein by this reference.
29

30 Section 3 – This Ordinance shall be in full force and effect from and after
31 passage.
32

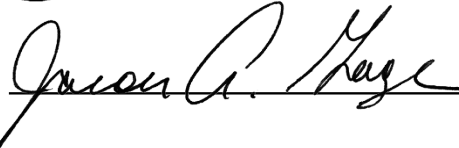
33 Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, City Attorney

Approved for Council action:  _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
031

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030			\$ 10,000	Local Grant Revenue
Net Revenue Adjustment						\$ 10,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260			\$ 10,000	Operating Supplies
Net Expenditure Adjustment						\$ 10,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating grant revenue from the Musgrave Foundation for the Mayor's Commission for Children, 2024 Musgrave Autumn Redfern Grant.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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

Exhibit B

From: Community Foundation of the Ozarks <administrator@grantinterface.com>
Sent: Tuesday, September 24, 2024 9:56 AM
To: Marrs, Brigitte <bmarrs@springfieldmo.gov>
Subject: Congratulations!

Hello Brigitte:

Based on the recommendation of the Musgrave Foundation Distribution committee, we will be making this year's Musgrave Autumn Redfern grant awards to trusted community partners who have been previous recipients of Musgrave Foundation funding, rather than soliciting applications through a formal grant round. These agencies will not have to apply for funding, and the grant will not have a specific, project-based purpose.

We are thrilled to inform you that the Musgrave Foundation Distribution Committee has selected your agency, City of Springfield/Mayor's Commission for Children, to receive a \$10,000.00 grant through the 2024 Musgrave Autumn Redfern Grantmaking Program! Congratulations!

While you are able to choose how to spend the grant funding, we will still ask you to complete a final report next year and define how the funds were utilized. If you choose to use the grant for operating expenses, we will ask that you outline the accomplishments of your staff in your report.

Please note you will receive two more emails over the next couple of weeks, outlining the next steps for your grant program. One email will contain instructions for completing the grant contract in the Grant Interface system. This will confirm your agency's willingness to abide by the Musgrave Foundation's terms of grantmaking. You will also receive information about a final/one year grant report, which your agency will need to complete one year from receiving the grant.

Lastly, we are excited to celebrate with you at a grant presentation event later this year! This event will occur in December, and your organization will be presented with your grant check at that time. We will be in touch in the coming weeks with more information regarding that event. In the meantime, please keep your award under wraps until we make the formal announcement.

Again, congratulations! We deeply appreciate the good work you do in our community!

Best,
Ashley Fleming
Director of Community Impact
Community Foundation of the Ozarks
(she/her)



EXPLANATION TO COUNCIL BILL 2024-261 (SIMPSON)

FILED: 10/30/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Jack Henry Subdivision, generally located at 3725 East Battlefield Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Jack Henry Subdivision, generally located at 3725 East Battlefield Road upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Jack Henry Subdivision dated September 26th, 2024, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Exhibit B, Attachment 3.

B. The Planning and Zoning Commission held a public hearing on November 7th, 2024, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate

maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

The Planning and Zoning Commission's recommendation of approval also two amendments:

1. The property line between Lots 2 and 3 is adjusted to be an equivalent distance from the structures on each lot and ensure compliance with the building code.
2. Compliance with parking requirements for each building independently, or a cooperative parking agreement, will be noted on the preliminary plat.

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

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements. Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Comprehensive Plan's Land Use & Development chapter groups this area into the Institutional and Employment Center Placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the

entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. (p. 48, Chapter 5: Land Use & Development)

The proposed plat promotes the Institutional and Employment Center objective of being a hub for offices and employer campuses. Jack Henry & Associates, Inc. has occupied the property since 2010 and is among the major employers of the community. Subdividing the property allows for other office uses, as well as supporting commercial uses to operate in close proximity to one another. Planned Development 320 allows for “Administrative, Business, Finance, Professional Offices, and Data Services” as well as “Retail and Personal Service uses...provided the total floor area of such uses does not exceed ten percent of the gross floor area of the office building.” Housing exists directly adjacent to the property to the south and east, but also extends beyond that. This supports the objective of residential units being located near major employers. A significant portion of this 35-acre parcel is undeveloped and subdividing this property coincides with the goal of developing underutilized spaces within the City.

REMARKS: Staff recommends approval.

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 11/13/2024

Attachments:

1. Preliminary Plat of Jack Henry Subdivision - 3725 East Battlefield Road
2. PPlat Jack Henry Sub_ROP_exhA
3. Amended PPlat Jack Henry Sub_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 26
Filed: 11-12-24

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-261

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, Missouri, as
3 shown on the Preliminary Plat of Jack Henry Subdivision, generally
4 located at 3725 East Battlefield Road, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with all the terms of this Ordinance.
8
9

10 WHEREAS, an original Preliminary Plat of Jack Henry Subdivision, dated
11 September 26, 2024, is on file with the City's Department of Planning and Development;
12 and
13

14 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
15 Missouri, held a public hearing and conditionally approved the Preliminary Plat of Jack
16 Henry Subdivision, which is generally located at 3725 East Battlefield Road, on
17 November 7, 2024, by a vote of 7-0, a copy of the Record of Proceedings from said
18 public hearing being attached hereto and incorporated herein by this reference as
19 "Exhibit A."
20

21 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
22 SPRINGFIELD, MISSOURI, as follows, that:
23

24 Section 1 – City Council hereby authorizes the Director of Planning and
25 Development, on behalf of the City of Springfield, to accept the land, easements, and
26 improvements dedicated to the City, as shown on the Jack Henry Subdivision, which is
27 generally located at 3725 East Battlefield Road, as approved by the Planning and
28 Zoning Commission. The original plat of Jack Henry Subdivision is on file in the
29 Department of Planning and Development ("Approved Preliminary Plat"), a reduced
30 version of which is attached hereto for general reference as "Exhibit B – Attachment 3."
31 All of "Exhibit B," including attachments, is incorporated herein by this reference.
32

33 Section 2 – The Director of Planning and Development shall be authorized to

34 accept the land, easements, and improvements dedicated to the City, as shown on said
35 plat, upon the applicant filing and recording a final plat in accordance with this
36 Ordinance and the Subdivision Regulations of the City, which final plat shall
37 substantially conform to the Approved Preliminary Plat, including those conditions
38 described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying
39 to the Director of Planning and Development and the City Clerk that the public
40 improvements have been made in accordance with City standards and specifications.
41 Said public improvements shall not be accepted until the occurrence of all conditions
42 referenced herein and in "Exhibit B – Attachment 2."
43

44 Section 3 – The final plat shall not be recorded until: (1) the public improvements
45 relating to the Approved Preliminary Plat have been constructed according to the
46 specifications of the City of Springfield, Missouri, and are approved by the Director of
47 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
48 by or in connection with the construction of said improvements have been paid to the
49 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
50 with the City Manager, according to the terms of the Subdivision Regulations of the City,
51 the prescribed financial assurances in a form acceptable to the City to ensure the
52 construction of the improvements and the payment to the City of all engineering fees,
53 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
54 construction of the improvements.
55

56 Section 4 – Upon compliance with all the requirements of this Ordinance,
57 including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby
58 authorized to endorse City Council's approval upon the final plat pursuant to Section
59 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
60 Improvements contained therein.
61

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

65 Passed at meeting: _____
66

67 _____
68 Mayor
69

70 Attest: _____, City Clerk
71

72 Filed as Ordinance: _____
73

74 Approved as to form: Laura Vales, Assistant City Attorney
75

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

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – November 7, 2024

Preliminary Plat of Jack Henry Subdivision
3725 East Battlefield Road
Applicant: Jack Henry & Associates, Inc.

Mr. Menke stated that this is a request to approve a preliminary plat for a 3-lot subdivision. The Planned Development 320 requires a 10-foot setback between structures, and it currently meets this requirement, however Commissioner Scott brought to our attention that the proposed lot line between the two structures creates a building code issue. The building code required a fire separation distance of 10 feet from exterior wall to property line and projections such as eaves. Roof eaves may extend up to 40 inches from the property line if the wall is at least 5 feet from the lot line. Staff is recommending that the lot line be pushed northward so it is equal distance between both structures. Building Development Services has provided updated comments and Commission will need to make a motion to add the new BDS comments as well as a motion to adjust the property line on the preliminary plat.

Staff passed out updated information from Paragon Architecture and a section of the staff report to reflect the changes and will request to have motions for approval.

Mr. Scott advised the Commission that he will be making the motions and asking if the final plat will reflect the change or the preliminary plat is being amended.

Mr. Menke noted that motion will be for the preliminary plat.

Mr. Todd Chandler, 231 Rockpoint Drive, Walnut Shade, MO and here to answer any questions.

Mr. Scott stated that he wanted to verify the parking requirements for the remaining lots 2 & 3 meet the zoning ordinance or that there is a cooperative parking agreement.

Mr. Chandler stated that he does not see a problem with this request.

Mr. Scott also asked if there needs to be an amendment to the plat or to the final plat.

Mr. Hosmer noted that it would be on the preliminary plat due to it doesn't reflect parking on the final plat.

Ms. Broekhoven closed the public hearing.

COMMISSION ACTION: #1

Planning and Zoning Commissioner Broekhoven moved to add the updated comments from the Department of Building Development Services to the staff report for Preliminary Plat of Jack Henry Subdivision; Commissioner Knuckles seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, Commissioner Knuckles, Commission Colony, and Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck and Commissioner Ridge. Abstain: None.

COMMISSION ACTION: #2

Planning and Zoning Commissioner Scott moved to adjust the property line between lots 2 & 3 so it is equal distance between both structures in order to meet the fire separation distance requirements of the building code for Preliminary Plat of Jack Henry Subdivision; Commissioner Knuckles seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, Commissioner Knuckles, Commission Colony, and Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck and Commissioner Ridge. Abstain: None.

COMMISSION ACTION: #3

Planning and Zoning Commissioner Scott moved that the preliminary plat shall indicate either existing parking on lots 2 & 3 to meet current zoning ordinance requirements independently or that a cooperative parking agreement between lots has been executed; Commissioner Knuckles seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, Commissioner Knuckles, Commission Colony, and Commissioner Doennig. Nays: None. Absent: Commissioner Lebeck and Commissioner Ridge. Abstain: None.

COMMISSION ACTION: #4

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

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

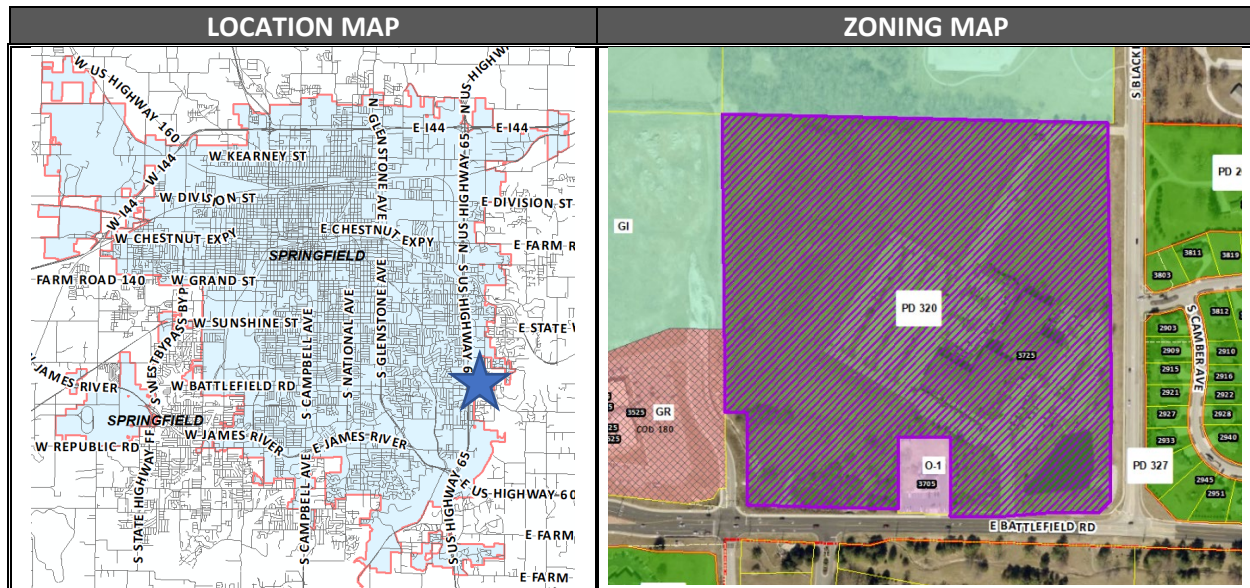
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Jack Henry Subdivision
Location:	3725 East Battlefield Road
Total Acres:	35.6 acres
Applicant:	Jack Henry & Associates, Inc.
Existing Land Use:	Office
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	November 7, 2024
City Council:	November 18, 2024
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Jack Henry Subdivision subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 35.6 acres of property generally located at 3725 East Battlefield Road into three (3) commercial lots to facilitate the development of the site.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the city on January 1, 1989. This property was zoned R-SF, Single-Family Residential as part of the citywide remapping in 1995. In 1999 the east 520 feet was rezoned to Planned Development 227 and the remaining area to Planned Development 226. The property was last rezoned in 2007, in which it was rezoned to Planned Development 320.

PLANNING AND ZONING COMMISSION AUTHORITY:

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

(3) Preliminary plat.

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

DEVELOPMENT REVIEW STAFF REPORT

- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 - 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 320
Minimum lot dimension requirements	None.
Maximum structure height	-Four (4) stories above grade as measured from the grade plane (defined by the 2006 International Building Code) or ninety-two (92) feet measured to the average roof height (excluding parapets and related architectural elements). -No elements of any uses shall project through a thirty (30) degree bulk plane projected from the property line of any residential district.
Front yard setback	-Battlefield Road – One hundred and fifty (150) foot building and vehicular use setback from the centerline of Battlefield Road. -If the property is subdivided, additional setbacks will be established on the plat.
Side and rear yard setback	-East Property Line – One hundred and fifty (150) foot building and thirty-five (35) foot vehicular use area setbacks. -West Property Line – Zero (0) foot building and vehicular use area setbacks are allowed. -North Property Line- Twenty-five (25) foot building and parking setback, however an access drive may be located within this required setback. -If the property is subdivided, additional setbacks will be established on the plat.
Street Classification	E Battlefield Rd – Primary Arterial S Blackman Rd – Secondary Arterial
Sidewalks	Along the property frontage of E Battlefield Road and S Blackman Road there are existing sidewalks. Sidewalks are required along both streets.
Open Space Requirements	A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

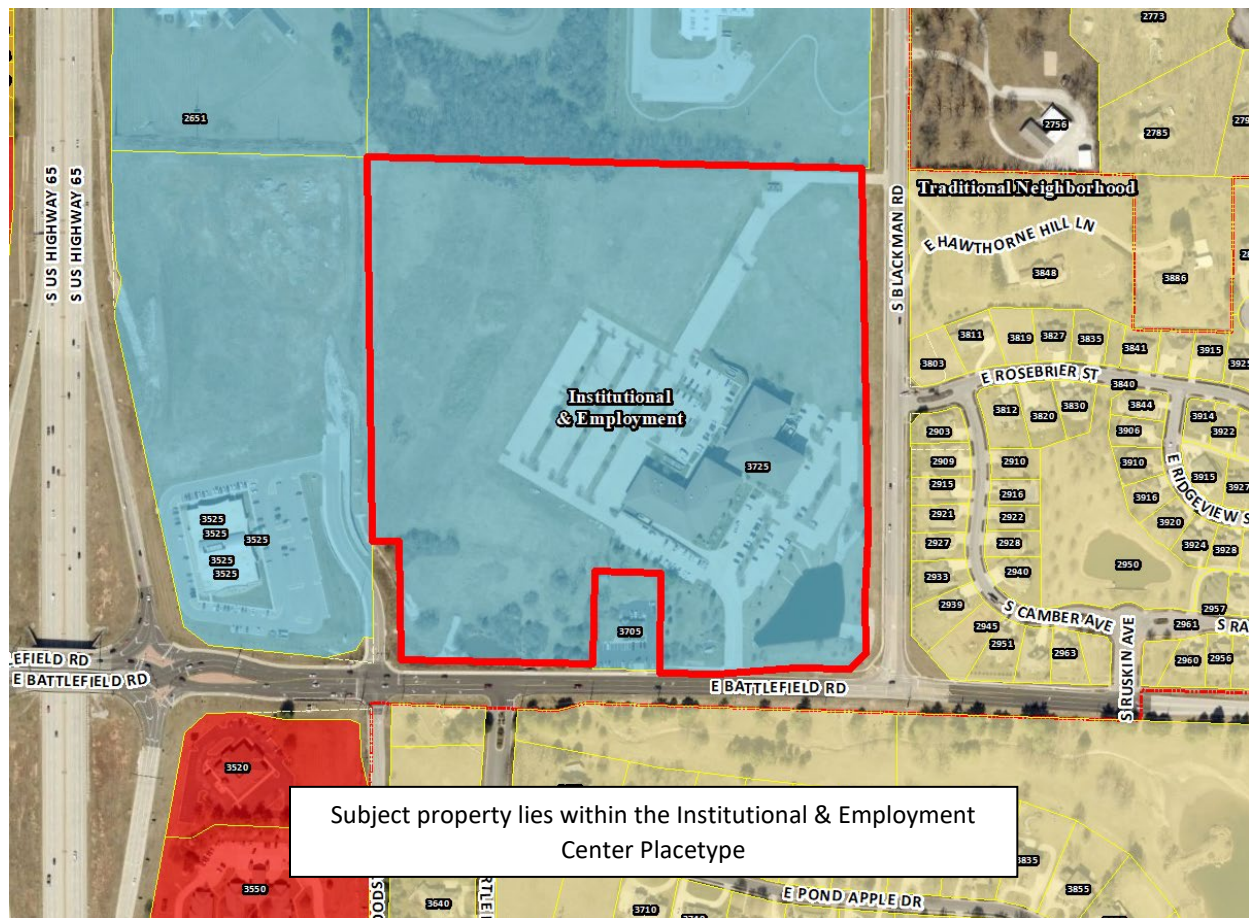
PLACETYPE: INSTITUTIONAL & EMPLOYMENT CENTER

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Institutional and Employment Center Placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. (p. 48, *Chapter 5: Land Use & Development*)

The proposed plat promotes the Institutional and Employment Center objective of being a hub for offices and employer campuses. Jack Henry & Associates, Inc. has occupied the property since 2010 and is among the major employers of the community. Subdividing the property allows for other office uses, as well as supporting commercial uses to operate in close proximity to one another. Planned Development 320 allows for "Administrative, Business, Finance, Professional Offices, and Data Services" as well as "Retail and Personal Service uses...provided the total floor area of such uses does not exceed ten percent of the gross floor area of the office building." Housing exists directly adjacent to the property to the south and east, but also extends beyond that. This supports the objective of residential units being located near major employers. A significant portion of this 35-acre parcel is undeveloped and subdividing this property coincides with the goal of developing underutilized spaces within the City.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



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

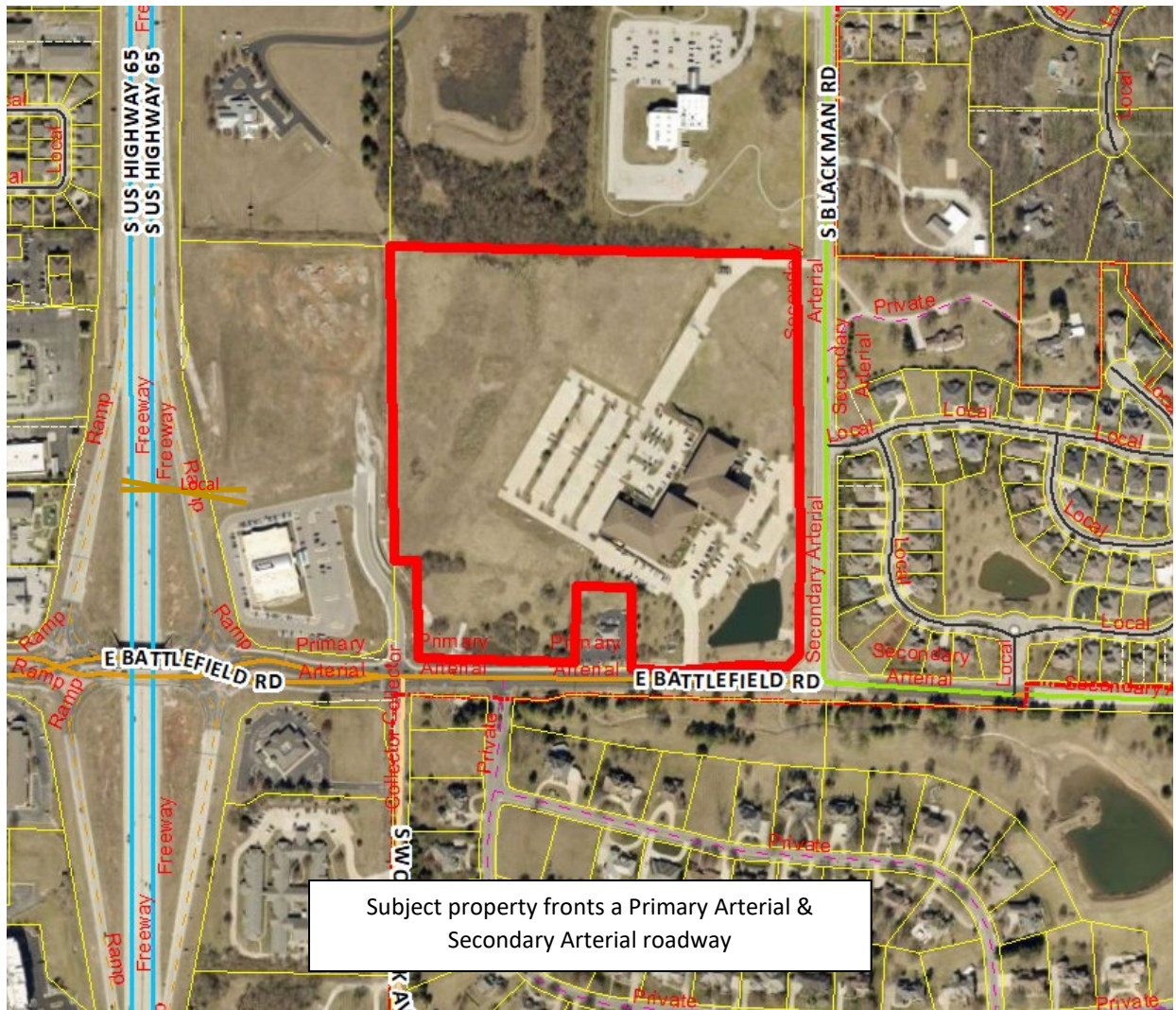
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

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

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

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GI	O-1 & County R-1	PD 261 & PD 327	GR w/ COD 180 & GI
LAND USE	Recreational	Office & Residential	Residential	Medical
PLACETYPES	Institutional & Employment	Traditional Neighborhood & Institutional & Employment	Traditional Neighborhood	Institutional & Employment

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 35.6 acres into a three (3) lot subdivision named “Jack Henry Subdivision”.
2. All lots meet the minimum dimension requirements of the City’s subdivision regulations and for Planned Development District 320.
3. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
4. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations and for Planned Development District 320.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

All proposed lots would have access to CU Electric, Gas & Water. The existing electric easement appears adequate to maintain the services to the existing buildings.

The existing water services for building 2/proposed lot 2 appear to be on proposed lot 1. The most practical way to remedy this would be to identify where the private water service lines run and either adjust the lot line in that area to ensure those services are on lot 2, or add a private utility easement across that section of lot 1 to where the lines would pass on to lot 2. This can be done at the final plat stage.

2. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

Approved.

3. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

It appears that the proposed location of the property line between the two existing structures will likely place the southern structure out of compliance with building code, specifically fire wall requirements. If the southern building is altered in the future, it would be required to be brought into compliance with current adopted building codes.

4. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

Approved.

5. PARKS & GREENWAYS:

Approved.

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

Approved.

7. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

The western half of the existing property is not in a sewer district. Any new buildings constructed on that part of the property would either need to extend public sewer in order to be included in a sewer district or would need to file a Special Connection Agreement. Special Connection Agreements are required for properties or buildings that are not in sewer districts according to city code section 120.249. Any required fees for the Special would be in addition to the standard sewer impact permit fee.

DEVELOPMENT REVIEW STAFF REPORT

8. FIRE DEPARTMENT:

No comments.

9. AT&T:

AT&T has facilities within r/w that will continue to be maintained. AT&T also has existing facilities feeding the existing building structures. If AT&T is to provide service to this new building, a conduit will need to be placed from the building out to the r/w at the owners expense. If the site development requires existing AT&T facilities to be relocated it will be at the developer's expense. Contact engineer Cody Butler 417-234-4695 180 days prior to construction.

10. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

Existing detention or water quality Stormwater Control Measures are present for the current building and parking area. The property is in the **James River** 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. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3.
 - a. The existing basin is built under 8PW6151 and provides Flood Control for the eastern portion of the site. Future development on the western half of the property may require a flood control SCM or a modification of the existing basin.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
 - a. The basin is built under 8PW6151 and provides water quality for the eastern portion of the site. Future development on the western half of the property will require a water quality SCM or a modification of the existing basin.

DEVELOPMENT REVIEW STAFF REPORT

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 Channels and Stream Buffers

N/A

Sinkholes and Karst Features

N/A

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.

11. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Access

All access to the development shall be per current City of Springfield standards for the street classification.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are no bus stops near the property.

Improvements

No improvements are required for this preliminary plat. A traffic study may be required at the time of development.

DEVELOPMENT REVIEW STAFF 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	E. Battlefield Road	Primary Arterial	City	50	50	9,400	No	Yes	Yes
Street 2	S. Blackman Road	Secondary Arterial	City	35	40	7,100	No	Yes	Yes

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

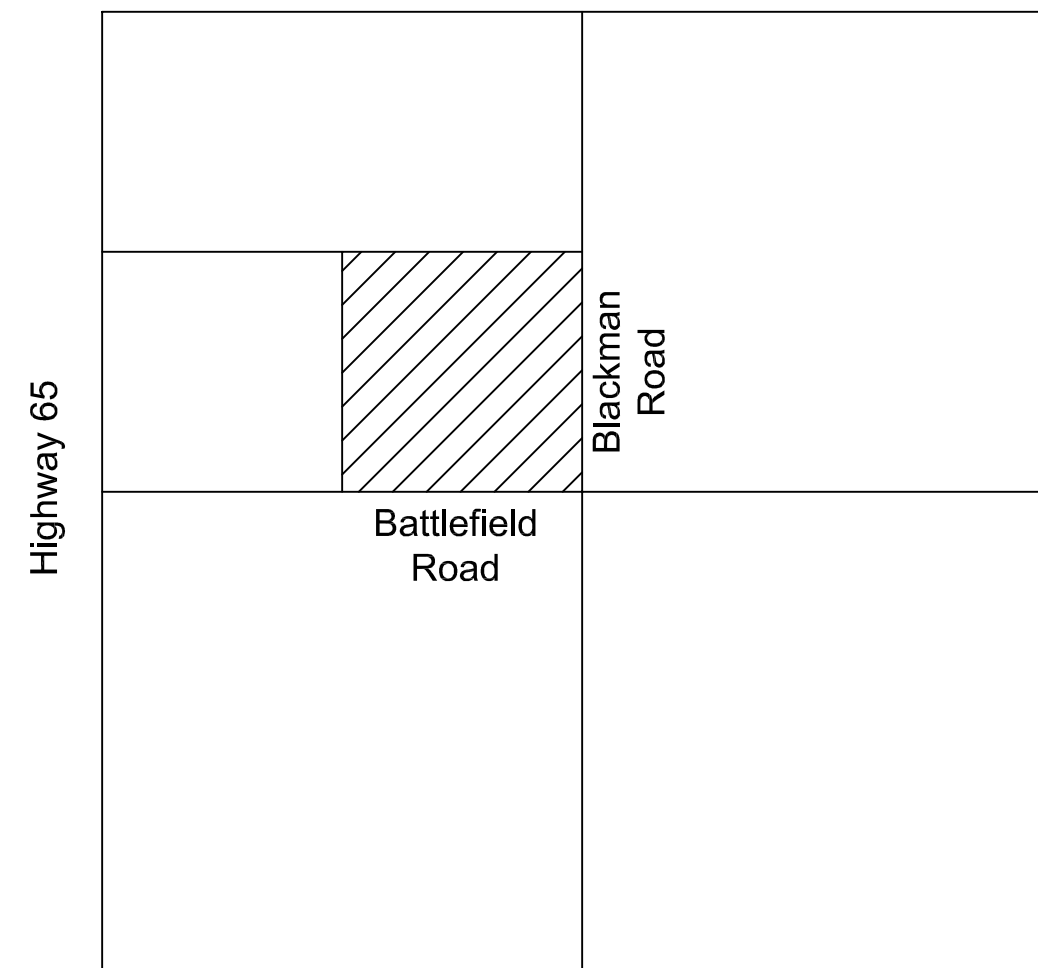
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

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

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

PRELIMINARY PLAT OF
JACK HENRY & ASSOCIATES
SUBDIVISION
A SUBDIVISION IN GREENE COUNTY, MISSOURI

SITE LOCATION MAP
NOT TO SCALE



S3, T28N, R21W

SURVEY NOTES

1. SURVEY ACCURACY STANDARD: TYPE URBAN PROPERTY
2. BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
3. SOURCE OF TITLE: BOOK 2007, PAGE 29740. WACO TITLE, TITLE REPORT NO.: 2402561-118 EFFECTIVE DATE: AUGUST 28, 2024
4. AREA OF SURVEYED PROPERTY: 36.38 ACRES
5. THIS PROPERTY IS IN FLOOD ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ON MAP 29077C0362E AND 29077C0361E, BOTH DATED DECEMBER 17, 2010. SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.
6. SURVEY RECORDS UTILIZED IN THE COMPLETION OF THIS SURVEY: BOUNDARY SURVEY PREPARED BY GREAT RIVER ENGINEERING, PROJECT NO. 06-2087
7. SMALLEST LOT: LOT 2 - 4.81 ACRES
8. LARGEST LOT: LOT 1 - 22.94 ACRES
9. THE PROPERTY IS ZONED PD 320, PLANNED DEVELOPMENT DISTRICT 320.

LEGEND

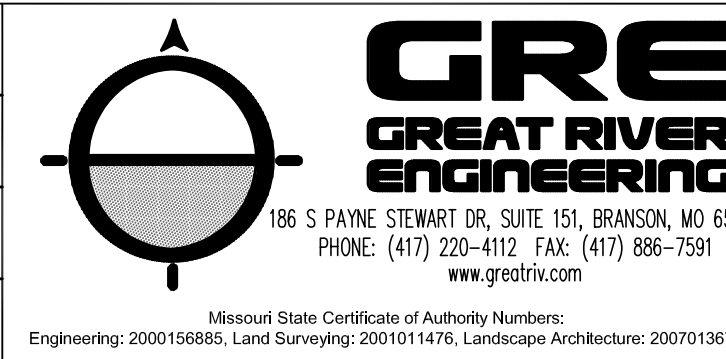
- SET 5/8" IRON PIN CAPPED "GREAT RIVER 2001011476"
- FOUND IRON PIN (AS NOTED)
- △ CONTROL POINT
- ◆ TEMPORARY BENCHMARK
- ⊙ SANITARY SEWER MANHOLE
- ⊙ STORM SEWER STRUCTURE
- (M) MEASURED DISTANCE
- (D) DEED DISTANCE
- 1220 ——— CONTOUR MAJOR
- CONTOUR MINOR
- s ——— SANITARY SEWER LINE

SHEET 1 OF 2

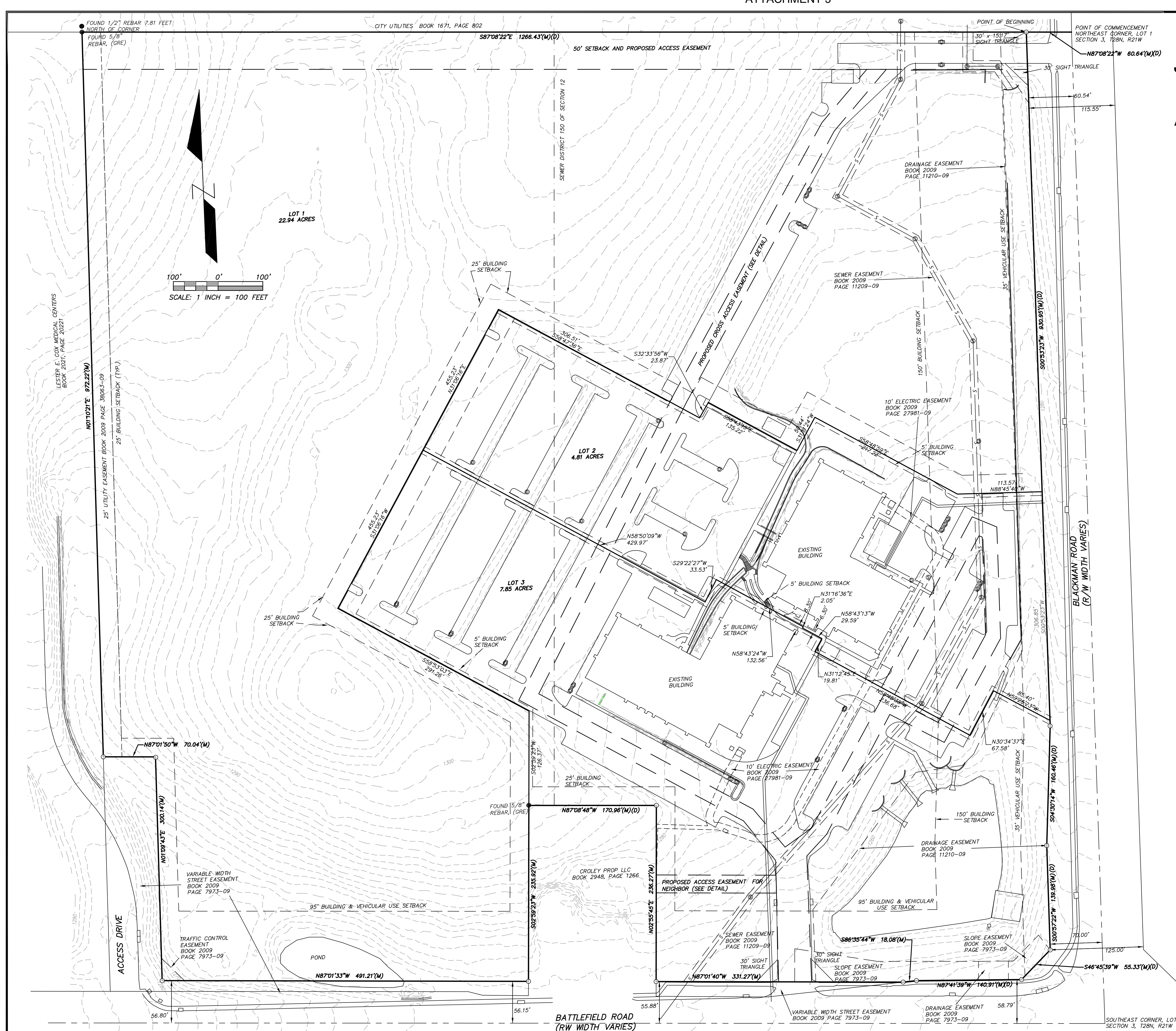
JACK HENRY & ASSOCIATES PRELIMINARY PLAT
FOR
JACK HENRY & ASSOCIATES, INC.

PART OF THE EAST HALF, LOT 1 OF THE NORTHWEST QUARTER
OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 21 WEST
GREENE COUNTY, MISSOURI

CHECKED BY: BWF
DRAWN BY: BWF
JOB NUMBER: 5470
FILE NAME: 5470_PP



DATE PREPARED: 09/26/2024
BRAD WILLIAM FERGUSON
MO# PLS-2007017959



PRELIMINARY PLAT OF
JACK HENRY & ASSOCIATES
SUBDIVISION
A SUBDIVISION IN GREENE COUNTY, MISSOURI

PARENT TRACT DESCRIPTION:
ALL OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT THAT PART DEEDED IN BOOK 682, PAGE 35 AND BOOK 1354, PAGE 295 OF THE RECORDS IN THE RECORDER'S OFFICE, GREENE COUNTY, MISSOURI, ALSO EXCEPT ROADS, ALL BEING IN GREENE COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 1/2, LOT 1, OF THE NORTHWEST QUARTER, SECTION 3, TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, FIFTH PRINCIPAL MERIDIAN, SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NB73°12'W, 60.64 FEET, ALONG THE NORTH LINE OF SAID LOT 1, TO THE POINT OF BEGINNING; THENCE WITH A DEEDED RIGHT-OF-WAY LINE THE FOLLOWING SEVEN COURSES: S00°24'33"W, 930.95 FEET; S04°01'24"W, 160.46 FEET; S00°28'32"W, 139.98 FEET; S46°16'49"W, 55.33 FEET; NB8°10'29"W, 140.91 FEET; S86°06'54"W, 201.00 FEET; NB7°15'10"W, 149.48 FEET; THENCE LEAVING THE NORTH RIGHT-OF-WAY OF BATTLEFIELD ROAD, N02°58'55"E, 255.82 FEET; THENCE NB73°38"W, 170.96 FEET; THENCE S02°30'33"W, 255.10 FEET, TO A POINT LYING ON THE SAID NORTH RIGHT-OF-WAY OF BATTLEFIELD ROAD, THENCE WITH SAID RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: NB70°00"W, 61.70 FEET; N73°27'32"W, 19.75 FEET; NB7°34'22"W, 478.96 FEET, TO THE INTERSECTION OF SAID RIGHT-OF-WAY, AND THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF AFOREMENTIONED LOT 1; THENCE LEAVING SAID RIGHT-OF-WAY AND PROCEEDING ALONG SAID WEST LINE, N04°44'25"E, 1288.85 FEET, TO A SET IRON PIN ON THE NORTH LINE OF SAID LOT 1, THENCE WITH SAID NORTH LINE, S87°37'12"E, 1266.43 FEET, TO THE POINT OF BEGINNING, CONTAINING 36.3859 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, COVENANTS, RESERVATIONS, AND RESTRICTIONS OF RECORD.

JACK HENRY & ASSOCIATES SUBDIVISION DESCRIPTION:
ALL OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT THAT PART DEEDED IN BOOK 682, PAGE 35 AND BOOK 1354, PAGE 295 OF THE RECORDS IN THE RECORDER'S OFFICE, GREENE COUNTY, MISSOURI, ALSO EXCEPT ROAD RIGHTS OF WAY, ALL BEING IN GREENE COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST 1/2, LOT 1, OF THE NORTHWEST QUARTER, SECTION 3, TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, FIFTH PRINCIPAL MERIDIAN, SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NB70°02'W, 60.64 FEET, ALONG THE NORTH LINE OF SAID LOT 1, TO THE POINT OF BEGINNING; THENCE WITH A DEEDED RIGHT-OF-WAY LINE THE FOLLOWING FIVE COURSES: S00°53'23"W, 930.95 FEET; S04°30'14"W, 160.46 FEET; S00°57'22"W, 139.98 FEET; S46°45'39"W, 55.33 FEET; NB7°41'39"W, 140.91 FEET; S86°35'44"W, 18.08 FEET; THENCE NB7°01'40"W, 331.27 FEET; THENCE LEAVING THE NORTH RIGHT-OF-WAY OF BATTLEFIELD ROAD, N02°55'45"E, 236.27 FEET; THENCE NB70°04"W, 170.96 FEET; THENCE S02°59'23"W, 235.92 FEET, TO A POINT LYING ON THE SAID NORTH RIGHT-OF-WAY OF BATTLEFIELD ROAD, THENCE WITH SAID RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: NB7°01'33"W, 491.21 FEET; N01°09'43"W, 300.14 FEET; NB7°01'50"W, 70.04 FEET, TO THE WEST LINE OF THE EAST ONE-HALF (E1/2) OF AFOREMENTIONED LOT 1; THENCE LEAVING SAID RIGHT-OF-WAY AND PROCEEDING ALONG SAID WEST LINE, N01°02'5"E, 972.22 FEET, TO A SET IRON PIN ON THE NORTH LINE OF SAID LOT 1, THENCE WITH SAID NORTH LINE, S87°08'22"E, 1266.43 FEET, TO THE POINT OF BEGINNING, CONTAINING 36.60 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS, COVENANTS, RESERVATIONS, AND RESTRICTIONS OF RECORD.

STORM WATER NOTES

1. THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.
2. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
3. NO FENCES, PLANTINGS, OR OBSTRUCTIONS OTHER THAN MAILBOXES ARE PERMITTED WITHIN THE LIMITS OF THE DRAINAGE EASEMENT, UNLESS DRAINAGE IS ENCLOSED IN BELOW GRADE CONDUIT. AT NO TIME SHALL PERMANENT STRUCTURES BE ALLOWED IN THE EASEMENT.
4. SOUTHEAST BASIN DESIGNED AND CONSTRUCTED UNDER PIPBPW6151.

SANITARY SEWER NOTES

1. THE WESTERN HALF OF THE THE EXISTING PROPERTY IS ALSO NOT IN A SEWER DISTRICT. ANY NEW BUILDINGS CONSTRUCTED ON THAT PART OF THE PROPERTY WOULD NEED TO BE INCLUDED IN A SEWER DISTRICT OR WOULD NEED TO FILE A SPECIAL CONNECTION AGREEMENT. SPECIAL CONNECTION AGREEMENTS ARE REQUIRED FOR PROPERTIES OR BUILDINGS THAT ARE NOT IN SEWER DISTRICTS. ACCORDING TO CITY CODE SECTION 120.245, ANY REQUIRED FEES FOR THE SPECIAL WOULD BE IN ADDITION TO THE STANDARD SEWER IMPACT PERMIT FEE.

UTILITY DISCLAIMER

EXISTING UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC LINES, AND BURIED STRUCTURES ON AND IN THE VICINITY OF THE SUBJECT PROPERTY ARE INDICATED HEREON ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.

UTILITIES

SANITARY SEWER TO BE PROVIDED BY CITY OF SPRINGFIELD
840 BOONVILLE AVENUE
SPRINGFIELD, MISSOURI 65802
(417) 864-1900

ELECTRIC, NATURAL GAS AND WATER TO BE SUPPLIED BY CITY UTILITIES OF SPRINGFIELD, MO
SPRINGFIELD, MISSOURI 65802
(417) 863-9000

OWNER/DEVELOPER

JACK HENRY & ASSOCIATES, INC.
663 WEST HIGHWAY 60
PO BOX 807
MONETT, MO 65708
CONTACT: MIKE GOLLHOFFER

SURVEY DECLARATION

I HEREBY DECLARE TO JACK HENRY & ASSOCIATES, INC. THAT THE INFORMATION SHOWN HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED AND THAT SAID SURVEY WAS PERFORMED UNDER MY PERSONAL SUPERVISION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE.

BRAD WILLIAM FERGUSON, PLS 2007017959

LAND SURVEYING CORPORATION CERTIFICATE OF AUTHORITY #2001011476

DATE PREPARED: 09/10/2024

JACK HENRY & ASSOCIATES PRELIMINARY PLAT
FOR
JACK HENRY & ASSOCIATES, INC.

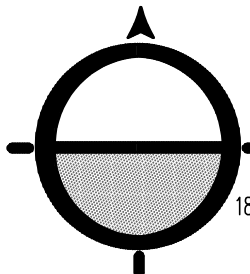
PART OF THE EAST HALF, LOT 1 OF THE NORTHWEST QUARTER
OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 21 WEST
SPRINGFIELD, GREENE COUNTY, MISSOURI

CHECKED BY: BWF

DRAWN BY: BWF

JOB NUMBER: 5470

FILE NAME: 5470_PP



Missouri State Certificate of Authority Numbers
Engineering: 2000156885, Land Surveying: 2001011476, Landscape Architecture: 2007013673



Paragon Architecture
637 W College St
Springfield, MO 65806

www.paragonarchitecture.com
417-885-0002

ATTACHMENT 4

Scott Rookstool
Project Manager
Corporate Facilities Construction
Jack Henry

Date: November 7, 2024

Re: Jack Henry S1 S2 Exterior Fire Wall Ratings Requirements

According to IBC 2018 Table 602, exterior walls located 10 feet or more from a property line do not require a fire-resistance rating. However, for walls located between 0 and 10 feet from the property line, a 1-hour rating is required.

Additionally, Table 705.2 permits overhang projections up to 40 inches from a property line, provided that the line is at least 5 feet away from the exterior wall.

It is recommended to position the new property line to allow a 10-foot setback from each building. This would enable the exterior walls to remain unrated, maintaining a 0-hour rating.

A 5-foot building setback can still be shown on the plans, but any future structures built within 10 feet of this property line would need to comply with IBC 2018 by incorporating a fire-rated exterior wall.

Best regards,

Paragon Architecture
Jared Younglove, AIA, NCARB



JARED A. YOUNGLOVE, ARCHITECT
MO #: A-2017019282

ATTACHMENT 5



November 8, 2024

Andrew Menke
Senior Planner
City of Springfield
Department of Planning & Development
Phone: (417) 864-1613

The Consultant: Great River Engineering
186 S. Payne Stewart Dr., Suite 151
Branson, Missouri 65616
PH: (417) 220-4112

RE: Memo for Jack Henry Parking Count Analysis

This memo is being provided in regards to the parking counts related to the Preliminary Plat of Jack Henry & Associates Subdivision. The existing parking on Lots 2 & 3 independently meet the requirements of the Zoning Ordinance and will be reassessed prior to the issuance of a new Certificate of Occupancy.

Please contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Todd Chandler", is written over a light blue horizontal line.

Todd Chandler, P.E.
Vice President – Development Services
Great River Engineering



EXPLANATION TO COUNCIL BILL 2024-262 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Transportation Enhancements Funds Supplemental Agreement with the Missouri Highways and Transportation Commission for the purpose of funding preliminary engineering and right of way acquisition for the Mt. Vernon and Miller Sidewalks project; and to do those things necessary to obtain and disburse the funds; amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$28,000 to appropriate the grant funds; 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 a Transportation Enhancements Funds Supplemental Agreement ("Exhibit A") for the purpose of funding preliminary engineering and right of way acquisition of the Mt. Vernon and Miller Sidewalks project; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$28,000 to appropriate additional federal funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project includes pedestrian improvements along Mt. Vernon Street between Lulwood Avenue and Westgate Avenue and on Miller Avenue between Tarkio Street and Mt. Vernon Street. The agreement allows for reimbursement of up to 80% (\$158,385) of the preliminary engineering and right of way costs associated with the project, which is an increase of \$28,000 over the original agreement. The City's 20% share estimated at \$39,596 will be funded by the 1/8-cent Transportation Sales Tax and is already budgeted.

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: As this Ordinance is for a state contract for federal grant funds, we request that it be passed as a one-reading bill under City Charter Section 2.16(25). Public Works 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 11/12/2024

- Attachments:**
1. Mt Vernon-Miller Agreement_ord
 2. Mt Vernon and Miller Supplemental Agreement_ExhA
 3. Mt Vernon and Miller Supplemental Agreement BA_ExhB

One-rdg. X
P. Hrngs.
Pgs. 8
Filed: 11-12-24

Sponsored by: Horton

First Reading:

Second Reading:

COUNCIL BILL 2024-262

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Transportation
2 Enhancements Funds Supplemental Agreement with the Missouri
3 Highways and Transportation Commission for the purpose of funding
4 preliminary engineering and right of way acquisition for the Mt. Vernon
5 and Miller Sidewalks project, and to do those things necessary to
6 obtain and disburse the funds; amending the Fiscal Year 2024-2025
7 budget of the Department of Public Works in the amount of \$28,000 to
8 appropriate the grant funds; and declaring that this Ordinance qualifies
9 for approval in one reading pursuant to Section 2.16(25) of the City
10 Charter.
11 _____
12

13 WHEREAS, the City and the Missouri Highways and Transportation Commission
14 (“MHTC”) desire to construct pedestrian improvements along Mt. Vernon Street
15 between Lulwood Avenue and Westgate Avenue and on Miller Avenue between Tarkio
16 Street and Mt. Vernon Street; and
17

18 WHEREAS, total estimated construction costs for the project are \$197,981; and
19

20 WHEREAS, the grant allows for reimbursement of up to 80 percent (\$158,385) of
21 the preliminary engineering and right of way acquisition costs, which is an increase of
22 \$28,000 over the original agreement; and
23

24 WHEREAS, the required 20 percent local match (\$39,596) will be provided
25 through the 1/8-cent Transportation Sales Tax and is already budgeted for the project.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – The City Manager, or designee, is hereby authorized to accept
31 additional grant funding in the amount of \$28,000 from the Missouri Highways and
32 Transportation Commission for the purpose of preliminary engineering and right of way
33 acquisition for the Mt. Vernon and Miller Sidewalks project, and to do those things

34 necessary to receive and disburse such funds, including entering into an agreement
35 substantially the same as the document attached hereto and incorporated herein by
36 reference as "Exhibit A."
37

38 Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is
39 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
40 No. 034, a copy of which is attached hereto and incorporated herein by reference as
41 "Exhibit B."
42

43 Section 3 – City Council hereby finds that the budget adjustment made above
44 has been recommended by the City Manager.
45

46 Section 4 – The City Manager, or designee, is directed to cause the appropriate
47 accounting entries to be made in the books and records of the City.
48

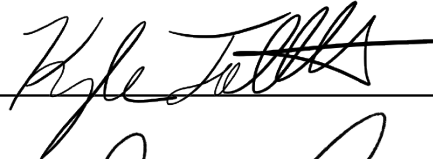
49 Section 5 – City Council hereby finds and declares that this Ordinance may be
50 passed as a one-reading ordinance under City charter Section 2.16 (25) as it relates to
51 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
52 this Ordinance shall be in full force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

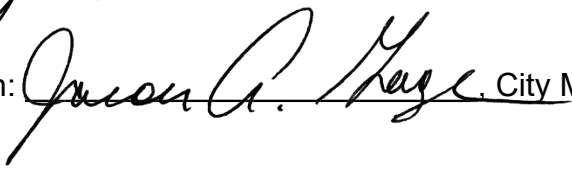
54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63 Approved as to form:  _____, Assistant City Attorney
64
65

66 Approved for Council action:  _____, City Manager
67

CCO FORM: FS31

Approved: 11/15 (MWH)

Revised: 10/22 (MWH)

Modified:

Greene County

City of Springfield

Project TAP-5901829

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP - 5901829

Award Year: FY2025

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield (hereinafter, "City").

WITNESSETH:

WHEREAS, on December 19th, 2023, the Commission and the City previously entered into a Transportation Enhancements Funds Agreement as to public improvements designated as TAP-5901829 for the construction of sidewalks along Mount Vernon Street and Miller Street (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph(s) (16) REIMBURSEMENT of the Original Agreement is removed and replaced with the following:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The federal share for the Preliminary Engineering and Right of Way Phase of this project will be 80% percent not to exceed \$158,385. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated

with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____.

Executed by the Commission this _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

By _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

By _____
Title _____

Commission Counsel

By _____
Title _____

Approved as to Form:

By _____
Title _____

Ordinance: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
034

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	103425	00000	\$28,000	Additional Transportation Alternatives Program (TAP) Federal Grant Revenues through the Missouri Highways & Transportation Commission
Net Revenue Adjustment						\$28,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508530	103425	00000	\$28,000	Design & Right of Way Acquisition of Mt. Vernon Street & Miller Avenue Sidewalks
Net Expenditure Adjustment						\$28,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 Budget by appropriating \$28,000 of additional federal TAP grant funds for the partial funding of the design and right of way acquisition for sidewalk improvements along Mt. Vernon Street & Miller Avenue.

Requested By:

Dan Smith 11-12-2024
Department Head Date

Approved By:

DJ Hill 11-12-2024
Director of Finance Date

Authorization:

Council Bill No. 2024-262
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2024-263 (HORTON)

FILED: 10/31/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A resolution approving the use of Zone 1 Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvements Sales Tax in the amount of \$20,201 to fund improvements to Silver Springs Park that may include sidewalks, landscaping, signage, or parking lot overlay.

PURPOSE: Adopting a Resolution approving the use of Zone 1 Minor Neighborhood Improvement Program funds from the 1/4-cent Capital Improvement Sales Tax in the amount of \$20,201 to fund improvements to Silver Springs Park that may include sidewalks, landscaping, signage or parking lot overlay.

BACKGROUND INFORMATION: This project was initiated to enhance quality of place and overall aesthetics of Silver Springs Park. Greene County recently awarded a construction contract for improvements to the picnic pavilion that will be funded by the American Rescue Plan Act ("ARPA"). While this project will significantly enhance the historic park, it is limited to improving only the picnic pavilion. To supplement the pavilion improvements, the Neighborhood Coalition and Parks Department staff are planning additional enhancements that may include sidewalks, entrance sign, landscaping, and parking lot overlay.

Zone 1 Council member Monica Horton has indicated support for funding additional improvements with Minor Neighborhood Improvement Program funds (Zone 1 Pothole Funds) from the 1/4-cent Capital Improvement Sales Tax. The scope of the project will be limited to the current Zone 1 Minor Neighborhood Improvement Program balance of \$20,201. If council passes this Resolution, the revised balance of the Zone 1 Minor Neighborhood Improvement Program funds will be \$0.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: The Springfield-Greene County Parks Department and Public Works recommend approval of this Council resolution.

Submitted By: Dan Smith, Director of Public Works, Ronald Schneider, Director of Parks & Recreation



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

Maurice S. Jones, Deputy City Manager 11/12/2024

Attachments: 1. Silver Springs Park Improvements_res

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 11-12-24

Sponsored by: Horton

COUNCIL BILL 2024-263 RESOLUTION

A RESOLUTION

1 APPROVING the use of Zone 1 Minor Neighborhood Improvement Program funds
2 from the 1/4-Cent Capital Improvements Sales Tax in the amount of
3 \$20,201 to fund improvements to Silver Springs Park that may include
4 sidewalks, landscaping, signage, or parking lot overlay.
5 _____
6

7 WHEREAS, the City has established a program for minor public improvements
8 within each Council Zone for projects suggested by those residents and the respective
9 Councilmembers; and
10

11 WHEREAS, Greene County recently awarded a construction contract for
12 improvements to the picnic pavilion at Silver Springs Park; and
13

14 WHEREAS, to supplement the pavilion improvements, the Neighborhood
15 Coalition and Parks Department staff are planning additional enhancements that may
16 include sidewalks, entrance sign, landscaping, and parking lot overlay; and
17

18 WHEREAS, Zone 1 Councilmember Monica Horton has indicated support for
19 funding additional improvements from the 1/4-Cent Capital Improvements Sales Tax,
20 Minor Neighborhood Improvement Program, of which the current Zone 1 balance is
21 \$20,201; and
22

23 WHEREAS, if funded, the revised Zone 1 account balance will be \$0.
24

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

28 Section 1 – City Council hereby approves the allocation of funds from the Zone 1,
29 1/4-Cent Capital Improvements Sales Tax, Minor Neighborhood Improvement Program,
30 in the amount of \$20,201 to fund improvements to Silver Springs Park (Zone 1).
31

32 Section 2 – This Resolution shall be in full force and effect immediately upon
33 adoption.
34

35 Passed at meeting: _____

36

37

38

39

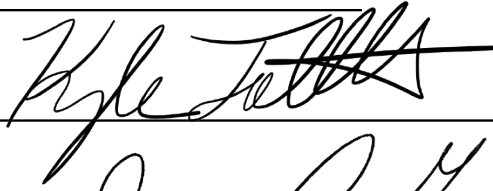
40 Attest: _____, City Clerk

41

42

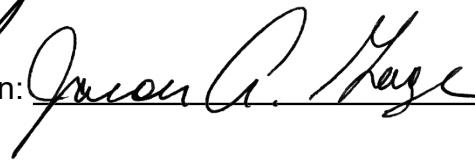
43

44

45 Approved as to form:  _____, Assistant City Attorney

46

47

48 Approved for Council action:  _____, City Manager



**EXPLANATION TO CONFIRM THE FOLLOWING APPOINTMENT TO THE
CITIZENS'**

FILED: 11/07/2024

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