City of Springfield

Agenda

City Council

-revised

Jeff Schrag, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Bruce Adib-Yazdi, Zone 4	Derek Lee, General D

May 19, 2025	**6:30 PM**	**Regional Police-Fire Training Center 2620 West Battlefield Road Room 101, 102, and 103**

Rules and procedures.

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 5, 2025, City Council Meeting, May 6, 2025, Special City Council Meeting, and May 13, 2025, Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

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

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2025-092 (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, ‘City Limits,’ and Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones,’ for the purpose of annexing approximately 48.06 acres of private property generally located at 3830 East Division Street and approximately 1.2 acres of North Farm Road 185 adjacent to said property into the City of Springfield as Annexation A-4-2025. (By: East Division Development LLC ETAL; 3830 E Division Street; A-4-2025).

6.2. Council Bill 2025-093 (Horton)
A special ordinance granting Conditional Use Permit No. 481 for the purpose of permitting warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue. (By: The General Council of the Assemblies of God; 1525 N. Campbell Avenue; Conditional Use Permit No. 481).

6.3. Council Bill 2025-094 (Horton)
A special ordinance granting Conditional Use Permit No. 480 for the purpose of permitting a transitional service shelter within an R-MD, medium-density multifamily residential district, generally located at 422 and 424 East Norton Road to expand operations to property located at 504 East Norton Road. (By: Good Samaritan Boys Ranch Foundation; 422, 424 & 504 E. Norton Road; Conditional Use Permit No. 480).

6.4. Council Bill 2025-095 (Jenson)
A special ordinance approving the Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which is generally located at 525 South Campbell Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager, or designee, to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan.

6.5. Council Bill 2025-096 (McGull)
A special ordinance approving the Redevelopment Plan for the Hampton-Florence Redevelopment Area, which is generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue; and declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare.

6.6. Council Bill 2025-097 (Lee)
A special ordinance amending the budget of the City of Springfield for Fiscal Year 2024-2025, in the amount of $930,132, to appropriate unused funds originally budgeted for Police Department salaries to address unfunded Police Department needs.

6.7. Council Bill 2025-098 (Hardinger, Jenson)
A special ordinance amending the City of Springfield, Missouri, budget for Fiscal Year 2024-2025 in the amount of $50,000, to reflect a $50,000 donation from the West Central Neighborhood Alliance for the purpose of reimbursing the City of Springfield, Missouri, for expenses related to the 2024 Birthplace of Route 66 Festival.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-103 (McGull)
A resolution declaring the Redevelopment Plan for the Hampton-Florence Redevelopment Area a Multi-Project Redevelopment Plan pursuant to Chapter 40 ‘Community Development,’ Article II ‘Workable Program,” Section 40-19 ‘Muli-program redevelopment plans,’ of the Springfield City Code.

7.2. Council Bill 2025-104 (Horton)
A resolution approving the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri, in an amount not to exceed $20,000,000, to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of Springfield, Missouri, known as the John B. Hughes Apartments.

8. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.

8.1. Council Bill 2025-116 (Horton, Jenson, Hosmer)
A special ordinance authorizing a budget adjustment amending the budget of the General Fund for Fiscal Year 2024-2025 in the amount of $1,000,000 to appropriate additional interest revenue for the purpose of assisting with cleanup of recent storm damage; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

8.2. Council Bill 2025-117 (Jenson)
A special ordinance authorizing the City of Springfield, Missouri, to extend the temporary waiver of brush disposal fees at all city facilities through May 31, 2025, due to the catastrophic weather event of April 29, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs and brush storm debris; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2025-105 (McGull)
A general ordinance amending Section 1-9 of the Springfield City Code, ‘City Limits,’ and Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones,’ for the purpose of annexing approximately 3.34 acres of private property generally located at 3358 North Mulroy Road and 5242 East Farm Road 104 into the City of Springfield as Annexation A-5-2025.

12.2. Council Bill 2025-106 (Jenson)
A special ordinance approving the First Amendment to the Brody Corners Tax Increment Financing (“TIF”) Redevelopment Plan to allow residential use within the Redevelopment Area; and directing the City Manager, or designee, to implement such changes to the Brody Corners TIF Redevelopment Plan.

12.3. Council Bill 2025-107 (Carroll)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

12.4. Council Bill 2025-108 (Lee)
A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

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

13.1. Council Bill 2025-109 (McGull)
A special ordinance approving the plans and specifications for the LeCompte Roadway Improvement Project; accepting the bid of JD Wallace Contracting, LLC for construction of the project in the amount of $3,241,798.00; 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.

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

14.1. Council Bill 2025-110 (Lee)
A special ordinance authorizing the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

14.2. Council Bill 2025-111 (Hardinger)
A special ordinance amending the Fiscal Year 2024-2025 budget for the Department of Environmental Services in the amount of $135,000 to appropriate retained earnings from the Solid Waste Fund to acquire one parcel of property adjacent to the Springfield Noble Hill Sanitary landfill; and authorizing the City Manager, or designee, to enter into a contract for said property acquisition.

14.3. Council Bill 2025-112 (Hardinger)
A special ordinance authorizing a budget adjustment amending the budget of the Tourism/Convention Fund for Fiscal Year 2024-2025 in the amount of $250,000 to appropriate reserves from the Tourism/Convention Fund for the purpose of assessing various projects to attract travel and tourism.

14.4. Council Bill 2025-113 (Hardinger)
A general ordinance amending the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Section 98-211 'Advertisement for bids,' to update requirements for advertising for bids on public improvements.

14.5. Council Bill 2025-114 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into an OzarksTraffic CCTV Access Agreement with the Missouri Highways and Transportation Commission and the Board of Governors for Missouri State University, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by the Missouri Department of Transportation and the City of Springfield, Missouri, throughout the regional roadway network.

14.6. Council Bill 2025-115 (Schrag)
A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with David Cameron for the purpose of employing him as City Manager; 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.

16. NEW BUSINESS.

16.1. The Interim City Manager recommends the following reappointment to the Springfield Greene County Park Board: Dianna Parker with term to expire June 1, 2028.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

20. CONSENT AGENDA – ONE READING BILLS.

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

21.1. Council Bill 2025-099 (Horton)
A special ordinance relinquishing a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue in Springfield, Missouri, for the purpose of accommodating construction of the new Pipkin Middle School.

21.2. Council Bill 2025-100 (Adib-Yazdi)
A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to allow work to be performed on City right-of-way as part of upgrading the intersection of Glenstone Avenue and Seminole Street to comply with the Americans with Disabilities Act.

21.3. Council Bill 2025-101 (Carroll)
A special ordinance authorizing the City Manager, or designee, to apply for and accept up to $24,000 in grant funds from the Development Disability SB40 Board for Greene County, Missouri, for the design and construction of an accessible changing table as part of the Historic City Hall Rehabilitation project to improve the accessibility of this

municipal facility; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of $24,000.

22. END OF CONSENT AGENDA.

23. ADJOURN.

City of Springfield

Minutes

City Council Meeting

Jeff Schrag, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Bruce Adib-Yazdi, Zone 4	Derek Lee, General D

May 5, 2025 **6:30 PM** **Regional Police-Fire Training Center 2620 West Battlefield Road Room 101, 102, and 103**

1. ROLL CALL.

Present: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Absent: None.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. April 21, 2025, City Council Meeting, April 22, 2025, Special City Council Meeting, and April 29, 2025, Special City Council Meeting.

Councilmember Hosmer moved to approve the minutes of the April 21, 2025, City Council Meeting, April 22, 2025, Special City Council Meeting, and April 29, 2025, Special City Council Meeting as presented. Councilmember Horton seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

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

The Consent Agenda was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

5. ELECTION OF MAYOR PRO TEMPORE.

Mayor Shrag noted nominations would be taken from members of City Council. He further noted after all nominations were made, each candidate would be given an opportunity to speak in the order nominated, then any member of City Council would be given the opportunity to speak. He added candidates would then be voted on individually in the order they were nominated and a nominee had to receive five affirmative votes to be elected. Mayor Schrag noted each nominee would be voted on in the order they were nominated.

Councilmember Lee nominated Councilmember Heather Hardinger for Mayor Pro Tempore.

Councilmember Jenson nominated Councilmember Monica Horton for Mayor Pro Tempore.

Councilmember Hosmer moved to cease nominations for the election of Mayor Pro Tempore. Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

Councilmember Hardinger thanked Councilmember Lee for the nomination and expressed her belief it was an honor to be nominated. She noted she had enjoyed serving on City Council, and her first ceremonial event gave her a deeper appreciation for the ways City Council could connect with and represent the community. Councilmember Hardinger noted she would approach the role of Mayor Pro Tem with professionalism, collaboration, and a commitment to supporting the Mayor and City Council.

Councilmember Horton expressed her belief the City would be adequately served by anyone on City Council. She expressed her belief it would be an honor to serve as Mayor Pro Tem and noted she had the ability to serve in the interest of public health, safety, and welfare for all the City. Councilmember Horton noted she had previously presented proclamations on behalf of the previous Mayor on three occasions, had spoken on panels, and had served as Chair of the Public Involvement Committee.

Councilmember Horton further noted she had been endorsed by Unite Springfield and was a monthly speaker on behalf of the City for the Give Five Program. Councilmember Horton added if City Council were moving toward support for Councilmember Hardinger, she would also support that.

Councilmember Jenson noted both candidates would do a fantastic job, and he had seen them both lead the charge on critical issues. He expressed his belief there was need for a commitment to open and critical dialogue about serious issues, and a need for a member with technical knowledge in shepherding issues through the government system. He added Councilmember Horton's service spoke for itself. He noted she carried herself with composure and a ceremonial nature that would meet the requirements of the position. Councilmember Jenson expressed his belief Councilmember Horton would be a good compliment to the Mayor.

The nomination to appoint Heather Hardinger as Mayor Pro Tempore was approved by the following vote: Ayes: Councilmember McGull, Councilmember Homser, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: Councilmember Jenson, Councilmember Horton, and Councilmember Adib-Yazdi. Absent: None. Abstain: None.

Mayor Schrag thanked all and gave a special thanks to Councilmember Horton for her courteous speech and pledge.

6. SWEAR IN MAYOR PRO TEMPORE.

Anita Cotter, City Clerk, administered the oath to Councilmember Hardinger.

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

Collin Quigley, Interim City Manager, noted the April 29 storm was one of the most destructive wind events in Springfield in recent memory. He added while no injuries or fatalities were reported during the storm, the impact to the City's infrastructure, urban canopy, and utility services was significant. Mr. Quigley further noted the prompt and coordinated response from City departments, City Utilities, and Greene County helped mitigate further risk and restore services as quickly as possible. He added the City would continue to focus on preparedness and infrastructure resilience, and public communication would be vital to strengthening Springfield against future severe weather events.

Mr. Quigley extended sincere gratitude to the dedicated City of Springfield staff whose swift, coordinated, and tireless efforts in response to the April 29, 2025, storm protected lives, restored essential services, and began the process of recovery. He added from the first moments of the storm's impact, employees across multiple departments and organizations-including 9-1-1 Emergency Communications, Office of Emergency Management, Public Works, Environmental Services, City Utilities, Parks, Police, Fire, and Public Information—demonstrated professionalism, teamwork, and resilience under pressure. He further noted their ability to mobilize quickly, prioritize critical needs, and communicate with the public was instrumental in minimizing harm and stabilizing the community. Mr. Quigley noted the recovery process remained ongoing, and the City

would continue to recognize and appreciate the hard work being carried out each day by crews clearing debris, restoring infrastructure, supporting impacted residents, and assessing long-term needs. He added their dedication reflected the best of public service and reinforced the strength of our City in times of adversity.

Mr. Quigley noted key response statistics included the following: 1,826 calls for services to 9-1-1; 70 storm-related traffic incidents reported to the Police Department; the Fire Department had 51 emergency calls in in the first 12 hours; the Public Involvement and Civic Engagement Office had 668 service requests on Tuesday – Sunday, mainly for Public Works about downed trees in roadways and Public Works had 12 street operations crews and 6 arborist crews work around the clock to respond and remove debris blocking roadways. They deployed a team of 8 to construct improvements at the Yardwaste Recycling Center (YRC) for an additional brush lot, and Public Works and Environmental Services staff continued to assist customers unloading their brush.

Mr. Quigley noted nearly 2,000 brush customers brought debris to the YRC since Saturday morning. He added the YRC typically would see approximately 250-275 brush customers on a spring Saturday.

Mr. Quigley noted there were over 1,200 downed trees reported across Springfield, including at least 300 in City parks; debris blocked more than 40 city streets and knocked out power to many vital traffic lights. Peak outages affected 50,000 City Utilities customers, and there was significant damage at the Airport, including corporate and airport hangars; and large amount of debris. He added the City was continuing to recover from the storms.

Mayor Schrag thanked City and City Utilities crews for their tremendous work. He also thanked partners in the County.

Councilmember Horton expressed her appreciation to Mr. Quigley, staff, and Public Works, Environmental Services, City Utilities, and Greene County for their work. She noted going car to car in the Convoy of Hope's car line was beneficial and gave her opportunity to gain feedback from those affected.

Councilmember McGull asked how much collaboration there was with City Utilities and if all power had been restored. Mr. Quigley responded the City was working with City Utilities from the beginning, and there were approximately 16 remaining without power.

8. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

8.1. Council Bill 2025-089 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-92, known as the “Salary Ordinance,” relating to various job titles within the City service as contained in the Classifications of the Professional, Administrative and Technical Non-Union Schedule by amending said schedule to add three new job titles; and the Classifications of the Crafts, Trades and Labor Union Schedule by amending said schedule to add one new job title.

Ordinance 6926. Council Bill 2025-089 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

8.2. Council Bill 2025-090 (Hardinger)
A special ordinance authorizing the sale of real property owned by the City of Springfield, Missouri, commonly known as 2307 E Division St., to The Overland Group, LLC, for the sum of $44,000; and authorizing the Mayor to execute a special warranty deed for said property.

Councilmember Horton asked the amount of the other two bids for the property. Mr. Quigley responded this was the highest of the three bids, and the estimated asking price was $34,000. Councilmember Horton noted all bid amounts were normally shown and asked how the Land Bank could be used as a tool in the future to achieve some quality of place goals. She further noted viewing the quality of the other bids was of interest. Mr. Quigley responded the information could be provided and noted the piece of property could be commercial or residential. He added there was an adjacent property owner that acquired the property with the purpose of building a Dollar General. He further noted they evaluated on three criteria

Ordinance 28137. Council Bill 2025-090 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

9. RESOLUTIONS.

10. EMERGENCY BILLS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2025-102 (Jenson)
A special ordinance authorizing the City of Springfield, Missouri, to temporarily waive brush disposal fees at all city facilities due to the recent and catastrophic weather event of April 29, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs and brush storm debris; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

Jordan Paul, City Attorney, provided a brief overview of the proposed. Mr. Paul noted following the storm on April 29, 2025, the City received requests to waive brush and limb disposal fees. He further noted City Council set fees typically on a three-year cycle, and City Council action was needed to waive fees. He added the proposed would waive fees for brush and limb disposal for a period of up to 14 days in response to the storm.

Councilmember Hosmer noted in 2007, the City was able to help individuals by collecting brush street side. He asked if there were federal or state dollars that were utilized for that clean-up. Mr. Quigley responded the ice storm in 2007 was significant citywide and the Federal Emergency Management Agency (FEMA) reimbursement through a federal presidential disaster declaration allowed 75 percent reimbursement, with an additional 10 percent reimbursement from the State. He added it would not be known for a while if there would be an opportunity for federal designation. He added the City was working with volunteer agencies and organizations.

Councilmember Hosmer expressed his belief an assessment could be done to determine if there would be federal or state dollars available. Mr. Quigley noted the Office of Emergency Management was looking into assisting individuals with difficulties and trying to address specific property owners.

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

Councilmember Jenson thanked City staff for listening to his requests and noted they did a remarkable job of launching this soon after the event. He thanked the Mayor for his assistance. Councilmember Jenson noted he spent Saturday assisting with storm cleanup and expressed it was his hope there would be a grassroots effort for cleanup. He expressed his belief there was something lacking. Councilman Jenson noted he was supportive of using rainy day funds to provide assistance to individuals in need due to the storm.

Ordinance 28138. Council Bill 2025-102 (Jenson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

11. PUBLIC IMPROVEMENTS.

12. GRANTS.

Citizens May Speak. May Be Voted On.

12.1. Council Bill 2025-091 (Hosmer)
A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds to partially reimburse the base salaries of up to seven City employees who work at the Transportation Management Center; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brian Doubrava, Principal Engineer, provided a brief overview of the proposed. Mr. Doubrava noted the proposed would authorize the use of up to $504,000 of Surface Transportation Block Grant Funds to reimburse up to 80 percent of the base-level salaries of the seven City employees at the Transportation Management Center (TMC). He added the wages and benefits of the employees came from the Transportation Fund. He added the City had successfully made use of the funds since 2008.

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

Ordinance 28139. Council Bill 2025-091 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

13. AMENDED BILLS.

14. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-092 (McGull)
A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 48.06 acres of private property generally located at 3830 East Division Street and approximately 1.2 acres of North Farm Road 185 adjacent to said property into the City of Springfield as Annexation A-4-2025. (By: East Division Development LLC ETAL; 3830 E Division Street; A-4-2025).

Alana Owen, Principal Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would allow annexation of approximately 48.06 acres of private property located at 3833 East Division Street, and 1.2 acres of North Farm Road 185. She further noted Cooper Estates subdivision was just to the west and the Springfield Underground was to the north. Ms. Owen added the annexation was at the request of the property owner. She noted the property was within the City's urban service area, and the Comprehensive Plan supported annexation of the property. Ms. Owen further noted a mixed residential development was planned for the property.

Councilmember Hosmer asked if there were other consent annexations contiguous to the property. Ms. Owen responded affirmatively for consent annexations. She noted the proposed was a voluntary annexation and adjacent properties would be reviewed. Ms. Owen noted if a property was surrounded, the owner would be contacted regarding annexation.

Councilmember Adib-Yazdi asked if the property would be mixed residential or mixed use and residential. Ms. Owen responded mixed residential. Councilmember Adib-Yazdi asked if a fiscal analysis was done for the annexation. Ms. Owen responded a fiscal analysis was not conducted for the proposed property. Councilmember Adib-Yazdi asked where the 1.2 acres was located. Ms. Owen responded it was a portion of Farm Road 185 and was Greene County right of way. Councilmember Adib-Yazdi asked if the Planning and Zoning Commission normally heard this type of annexation. Ms. Owen responded annexations did not go before the Planning and Zoning Commission.

An opportunity was given for citizens to express their views.

Ricky Haase, Vice President of Olsson, spoke in support of the proposed. Mr. Haase noted the development would be residential. He added the neighbors at Cooper Estates were supportive of the development. He further noted there was a stream buffer and stream that flowed from Cooper's Pond toward Division Street.

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

14.2. Council Bill 2025-093 (Horton)
A special ordinance granting Conditional Use Permit No. 481 for the purpose of permitting warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue. (By: The General Council of the Assemblies of God; 1525 N. Campbell Avenue; Conditional Use Permit No. 481).

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed was a conditional use permit request for a warehousing and storage facility in the Center City District. He further noted the applicant proposed to close the driveway located on Division Street, and there would be need for a landscape or fence buffer. He added perimeter landscaping would need to be installed.

Councilmember Adib-Yazdi expressed his belief the landscaping would add to the corner. Mr. Crighton noted the City Utilities bus facility was to the east of the property and was used as an example of what the site could look like.

An opportunity was given for citizens to express their views.

Ricky Haase, Vice President of Olsson, spoke in support of the proposed. Mr. Haase noted he represented the developer, The General Counsel of the Assemblies of God, and the project was a spinoff of the Pipkin School project. He further noted the developer was looking to redevelop a portion of the property and improve the building. He added the perimeter landscape was detailed.

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

14.3. Council Bill 2025-094 (Horton)
A special ordinance granting Conditional Use Permit No. 480 for the purpose of permitting a transitional service shelter within an R-MD, medium-density multifamily residential district, generally located at 422 and 424 East Norton Road to expand operations to property located at 504 East Norton Road. (By: Good Samaritan Boys Ranch Foundation; 422, 424 & 504 E. Norton Road; Conditional Use Permit No. 480).

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the Good Samaritan Boys Ranch applied to renew and expand the conditional use permit for their facility. He further noted they intended to install a drop-off box, and a buffer yard would be required along the east side of the property. Mr. Crighton added existing driveway access would be closed, and all access would be granted from the 424 East Norton side of the property.

Councilmember Horton asked when conditional use permits were expected to have final approval under the new code with the Planning and Zoning Commission. Mr. Childers responded the new code would be implemented at the beginning of the year and would be dependent on when City mapping was completed. Mr. Childers added neighborhood meetings to discuss the missing middle were starting at the end of May. Mr. Childers further noted evaluating projects under both the existing code and the new code had been helpful.

Councilmember Adib-Yazdi asked if there was a bulk plane requirement or any issues with the house adjacent to the property. Mr. Crighton responded the proposed complied with the bulk plane requirement and added the landscaping buffer was supposed to be 20 feet wide. Councilmember Jenson asked if any differences required under the new code could be conveyed. Mr. Childers responded information, possibly an addendum, could be provided.

Councilmember Jenson asked if lack of progress on the site was anticipated to continue to be an issue. Mr. Crighton responded they did not anticipate any issues.

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

14.4. Council Bill 2025-095 (Jenson)

A special ordinance approving the Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which is generally located at 525 South Campbell Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager, or designee, to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted City Council considered a resolution in April to approve the Housing Authority of Springfield to issue multi-family housing revenue bonds for the Pinnacle on the Park project. Ms. Ohlensehlen further noted the tax-exempt bonds were one component of the project coming to fruition. She added Pinnacle on the Park filed a blight report in the redevelopment plan, which included Stillwell Columns Apartments, housing for low-income tenants. Ms. Ohlensehlen added the apartments needed extensive rehabilitation to address a backlog of deferred maintenance needs. After completion, the apartments would continue to provide quality housing to low-income tenants through the Housing and Urban Development Section Eight Housing Choice voucher program.

Ms. Ohlensehlen noted Pinnacle on the Park would promote greater housing diversity and address the need to provide quality and attainable housing choices for individuals of all backgrounds and stages of life. She further noted the proposed would support the revitalization and overall vibrancy of downtown in the surrounding neighborhoods. Ms. Ohlensehlen added the redevelopment plan may qualify for partial real property tax abatement if it met the but for test. She noted the plan must demonstrate the proposed redevelopment would either not occur or not be financially feasible but for receiving the

abatement. Ms. Ohlensehlen added the area was currently tax-exempt, and the Greene County Assessor's Office indicated it would remain so upon completion of the rehabilitation. Therefore, no abatement of real property was anticipated. Ms. Ohlensehlen further noted in this case the but for conditions were met because investors needed assurance that real property tax abatement would be available should the proposed be assessed as taxable real property in the future.

Councilmember Adib-Yazdi asked what the Low-Income Housing Tax Credit compliance period was. Ms. Ohlensehlen responded it would provide affordable housing in perpetuity under that program.

Councilmember Hosmer asked if the Housing Authority would regain ownership after fifteen years, if the Knight Group would manage the property for the fifteen-year period, and if it was tax-exempt. Ms. Ohlensehlen responded affirmatively and added the Housing Authority would continue to own the land, and the Knight Group would own the improvements.

An opportunity was given for citizens to express their views.

Katie Anderson spoke in support of the proposed. Ms. Anderson noted the redevelopment was phase two and the project was predominantly senior property of zero and one-bedroom units. She added the property had significant needs, and this was an opportunity to take advantage of the tax credit program, utilizing 4-percent bonds. Ms. Anderson noted the Housing Authority was participating in the management. She added the program had a twenty-year project- based voucher program attached under the Section 8 program. Ms. Anderson further noted it was long term and would renew to continue to serve the same clients.

Councilmember Adib-Yazdi expressed his belief it was important to preserve affordable housing in the community. He noted the importance of looking ahead at the affordable housing stock. Councilmember Adib-Yazdi asked if the project would be an occupied rehabilitation. Ms. Anderson responded it would be unoccupied in phases from the top down and residents would be transitioned to other properties owned by the Housing Authority.

John Oke-Thomas, architect for the project, noted he had many opportunities to work with the Housing Authority previously. He expressed his belief tenants from phase one now had a sense of belonging. He further expressed his belief phase two would be a continuation of that sense. Mr. Oke- Thomas noted construction would begin in the next few months.

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

14.5. Council Bill 2025-096 (McGull)
A special ordinance approving the Redevelopment Plan for the Hampton-Florence Redevelopment Area, which is generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue; and declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted Soflo, LLC, was seeking approval for a redevelopment plan of 1.33 acres on the south side of East McDaniel Street between

Hampton Avenue and Florence Avenue to facilitate the phased construction of low-density multifamily residential development. She further noted the property was currently comprised of six single-family residential dwellings and seven partially constructed duplexes. She added the redevelopment plan would allow the applicant to request real property tax abatement. Ms. Ohlensehlen noted the current condition of the property was compromised and hindered the provision of housing accommodations. She added the proposed improvements included up to 14 new multi-story duplexes. Ms. Ohlensehlen noted the redevelopment would occur in three phases.

Councilmember Adib-Yazdi asked if a rezoning was required and if tax abatement could be done prior to someone owning the property. Ms. Ohlensehlen responded the flexibility of the program allowed for areas to be activated within a timeframe. Councilmember Adib-Yazdi asked if a parking ratio was provided. Ms. Ohlensehlen responded the information would be provided.

An opportunity was given for citizens to express their views.

Dixie Decker, a representative of the proposed, noted she was available for any questions.

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

15. FIRST READING BILLS. Requiring One Reading.

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

16.1. Council Bill 2025-097 (Lee)
A special ordinance amending the budget of the City of Springfield for Fiscal Year 2024-2025, in the amount of $930,132, to appropriate unused funds originally budgeted for Police Department salaries to address unfunded Police Department needs.

Paul Williams, Police Chief, provided a brief overview of the proposed. Chief Williams noted a considerable amount of money was returned to the General Fund due to Police vacancies. He further noted there were approximately 60 Police Department vacancies, compared to an average of 20 to 25 vacancies. Chief Williams added he reviewed Police Department needs for items that would increase efficiency and officer safety, or fund maintenance needs. Chief Williams noted there were nine items requested, including tactical entry vests, drone with remote deck to cover south Springfield, continuation of the recruiting campaign, ammunition for a special response team, a new floor in the headquarters gym, desktop computers, replacing windows around the headquarters building, simulation system for the new weapons system, and a red dot operating system for handguns. Chief Williams further noted the total for all items was approximately $930,232 and would be split between salary savings from the general fund and salary savings from the law enforcement sales tax fund.

Councilmember Hosmer asked how much money went back into the General Fund. Chief Williams responded approximately $2 million last year. He added approximately $700,000 was previously approved for purchases. Chief Williams noted payouts for retirees in the Police Department for the year were approximately $1 million and funded through salary savings. He added salary savings had also funded overtime and special projects.

Councilmember Hosmer expressed his support for the proposed. Councilmember Hosmer asked if 100 percent budgeted for law enforcement was used for law enforcement purposes. Mr. Quigley responded they were getting everything possible out of the two requests. Councilmember Hosmer expressed his support for dollars being budgeted where they were intended was a good use. He further expressed his belief more cameras would be beneficial. Councilmember Hosmer asked if there was an update on camera registration for businesses. Chief Williams noted registration for this program was lacking. He clarified camera registration did not mean the department would have access to the camera and encouraged individuals to sign up.

Councilmember Hosmer asked if a registration program that would be required of installers of security cameras was a possibility. Chief Williams responded not at the moment.

An opportunity was given for citizens to express their views.

Ricky Haase, Vice President of Olsson, expressed support for the proposed. He expressed his appreciation for the intentionality behind the budgeting, and for the ongoing focus on safety. Mr. Haase expressed his belief that they would love to see the vacancies filled and appreciated the approach to utilizing existing funding for other key needs.

Tim Havens expressed his agreement in general with the Police Department's needs. However, he expressed his belief requests should be made one at a time and not as a lump sum. He further expressed his belief there were many issues in the City in need of funding.

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

16.2. Council Bill 2025-098 (Hardinger, Jenson)
A special ordinance amending the City of Springfield, Missouri, budget for Fiscal Year 2024-2025 in the amount of $50,000, to reflect a $50,000 donation from the West Central Neighborhood Alliance for the purpose of reimbursing the City of Springfield, Missouri, for expenses related to the 2024 Birthplace of Route 66 Festival.

Cora Scott, Director of Public Information and Civic Engagement, provided a brief overview of the proposed. Ms. Scott noted the West Central Neighborhood Alliance served as a special event permitting for the Birthplace of Route 66 Festival. She further noted this was a longstanding grassroots event that began with the West Central Neighborhood. Ms. Scott added they were awarded a 2024 Missouri Route 66 Centennial Commission Special Event sponsorship in the amount of $50,000 used to reimburse the City for expenses related to the festival. The funds were accepted by Resolution 10813. She added the proposed would allow for the budget adjustment to allow City accounts to reflect the additional funds and accurate expenses.

Councilmember Jenson asked the total economic impact of last year's festival. Ms. Scott responded approximately $1.2 million. Councilmember Jenson expressed his belief that strong and well-supported neighborhood initiatives like this came to fruition in the community in a way no private business entity could do on their own. Ms. Scott expressed her appreciation for the West Central neighborhood and their support.

Mayor Pro Tem Hardinger expressed her excitement for the event and noted the funds reflected the community's investment in celebrating local culture and history. Mayor Pro Tem Hardinger asked how many visitors the event had seen. Ms. Scott responded there had been visitors from all 50 states and 13 countries. She added the City was the national kickoff site for 2026.

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

17. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

18. NEW BUSINESS.

19. UNFINISHED BUSINESS.

20. MISCELLANEOUS.

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

21.1. Council Bill 2025-099 (Horton)
A special ordinance relinquishing a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue in Springfield, Missouri, for the purpose of accommodating construction of the new Pipkin Middle School.

21.2. Council Bill 2025-100 (Adib-Yazdi)
A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to allow work to be performed on City right-of-way as part of upgrading the intersection of Glenstone Avenue and Seminole Street to comply with the Americans with Disabilities Act.

21.3. Council Bill 2025-101 (Carroll)
A special ordinance authorizing the City Manager, or designee, to apply for and accept up to $24,000 in grant funds from the Development Disability SB40 Board for Greene County, Missouri, for the design and construction of an accessible changing table as part of the Historic City Hall Rehabilitation project to improve the accessibility of this municipal facility; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of $24,000.

22. CONSENT AGENDA – ONE READING BILLS.

23. CONSENT AGENDA – SECOND READING BILLS.

24. END OF CONSENT AGENDA.

25. ADJOURN TO SPECIAL CITY COUNCIL MEETING.

Councilmember Hosmer moved to adjourn to the Special City Council meeting. Councilmember Carroll seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

The City Council met in special session on May 5, 2025, in the Regional Police Fire Training Center. The meeting was called to order by Mayor Schrag.

May 6, 2025
Springfield, Missouri

The City Council met in special session on May 6, 2025, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Abe McGull, Bruce Adib-Yazdi, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, Brandon Jenson, Monica Horton, and Jeff Schrag. Absent: None.

Closed Session

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

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

Prepared by
Michelle Kaasa

_____
Anita J. Cotter, MMC/MPCC
City Clerk

May 13, 2025
Springfield, Missouri

The City Council met in special session on May 13, 2025, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Brandon Jenson, Monica Horton, Abe McGull, Bruce Adib-Yazdi, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee and Jeff Schrag. Absent: None.

Closed Session

Councilmember Hardinger moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Kaasa

_____
Anita J. Cotter, MMC/MPCC
City Clerk

EXPLANATION TO COUNCIL BILL 2025-092 (MCGULL)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, ‘City Limits,’ and Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones,’ for the purpose of annexing approximately 48.06 acres of private property generally located at 3830 East Division Street and approximately 1.2 acres of North Farm Road 185 adjacent to said property into the City of Springfield as Annexation A-4-2025. (By: East Division Development LLC ETAL; 3830 E Division Street; A-4-2025).

PURPOSE: To amend Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 48.06 acres of private property generally located at 3830 East Division Street and approximately 1.2 acres of North Farm Road 185 adjacent to the property into the City of Springfield as Annexation A-4-2025. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3830 E Division Street are requesting annexation into the city of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 48.16 acres into the City of Springfield. Approximately 1.2 acres of North Farm Road 185 adjacent to the property to the west is also part of this annexation request. The owner of the private property is proposing to annex and rezone for a new mixed-density residential development.

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

REMARKS: The area to be annexed is contiguous to the city of Springfield. See “Exhibit B” for the location of the private property and right-of-way to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City’s Urban Service Area and is consistent with its policies.

2. The area to be annexed is contiguous and compact to the city of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the property.
6. The City will receive property tax revenue upon annexation of the private property.

Based on the subject property's location in proximity to the existing city limits and the recommendations of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Alana Owen, Senior City Planner

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

Attachments:
1. A-4-2025 - 3830 East Division Street
2. A-4-2025_exhA
3. A-4-2025_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 04-29-25

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-092 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 48.06 acres of private property generally located at 3830 East Division Street and approximately 1.2 acres of North Farm Road 185 adjacent to said property into the City of Springfield as Annexation A-4-2025.

_____

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interest of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," attached hereto and incorporated herein by this reference, said area being generally located at 3830 East Division Street; and

WHEREAS, the subject property is located within a Priority Three area for annexation in the City of Springfield's Comprehensive Plan, Forward SGF; and

WHEREAS, the subject property is within the City of Springfield's Urban Service Area and is compact and contiguous to the City, as shown in "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, proper notice was published at least seven (7) days prior to the public hearing; and

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

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

Section 1 – City Council, after holding a public hearing, hereby determines that annexation of the property described in "Exhibit A" is reasonable and necessary to the

proper development of the City; the City either already furnishes normal municipal services to the area annexed, or is able to furnish such services within a reasonable time after annexation; and the area is contiguous and compact to the existing boundaries of the City as shown in “Exhibit B.”

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

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

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

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

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: Collin Sylvey, Interim City Manager

EXHIBIT A
ANNEXATION A-4-2025
LEGAL DESCRIPTION

3830 E Division

Deed Legal:
BOOK 2010 PAGE 001057-10
ALL OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), AND THE WEST TEN (10) ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) ALL IN SECTION FIFTEEN (15), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST IN GREENE COUNTY, MISSOURI, AND CONTAINING FIFTY (50) ACRES, MORE OR LESS AND EXCEPT ANY PART USED FOR PUBLIC ROADWAYS.

Survey Property Description:

A TRACT OF LAND, SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE SOUTH 87°17'03" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 1640.54 FEET; THENCE SOUTH 01°11'50" WEST, 34.39 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY "YY"; THENCE CONTINUING SOUTH 01°11'50" WEST, 1294.04 FEET TO THE NORTH LINE OF BRISTOL PARK SUBDIVISION RECORDED IN PLAT BOOK AAA PAGE 56, GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 87°21'04" WEST ALONG THE NORTH LINE OF SAID BRISTOL PARK SUBDIVISION, 1623.16 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FARM ROAD 185; THENCE NORTH 01°12'55" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1249.09 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY "YY"; THENCE NORTH 45°43'33" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 63.16 FEET; THENCE SOUTH 87°13'55" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 711.60 FEET; THENCE SOUTH 82°03'24" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 50.04 FEET; THENCE SOUTH 87°15'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 101.90 FEET; THENCE NORTH 87°43'31" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 48.74 FEET; THENCE SOUTH 87°25'37" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 666.61 FEET TO THE POINT OF BEGINNING, AND CONTAINING 48.16 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY

North Farm Road 185

A PART OF THE EXISTING GREENE COUNTY FARM ROAD 185 RIGHT-OF-WAY, BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, BOTH IN SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 34 IN COOPER ESTATES SEVENTH ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE YY, AND ON THE WEST RIGHT-OF-WAY LINE OF SAID FARM ROAD 185; THENCE EASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE EAST RIGHT-OF-WAY LINE OF FARM ROAD 185; THENCE SOUTH, ALONG SAID EAST LINE, APPROXIMATELY 1249.09 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST, ALONG SAID SOUTH LINE, AND ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, TO SAID WEST LINE OF FARM ROAD 185; THENCE NORTH, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 1.2 ACRES OF GREENE COUNTY RIGHT-OF-WAY.

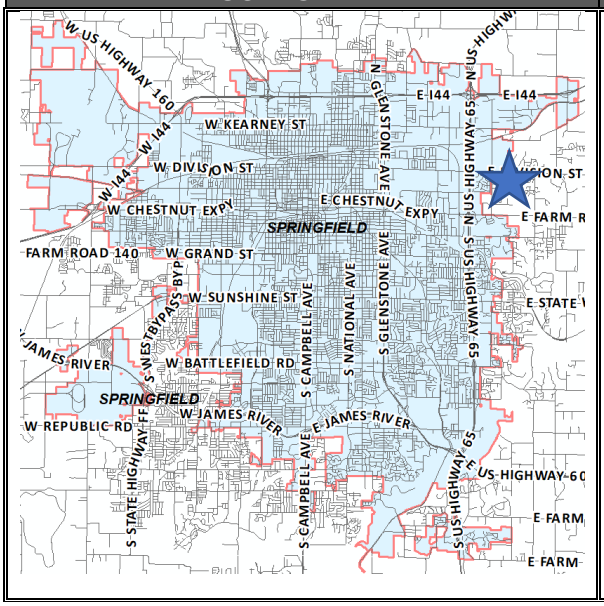
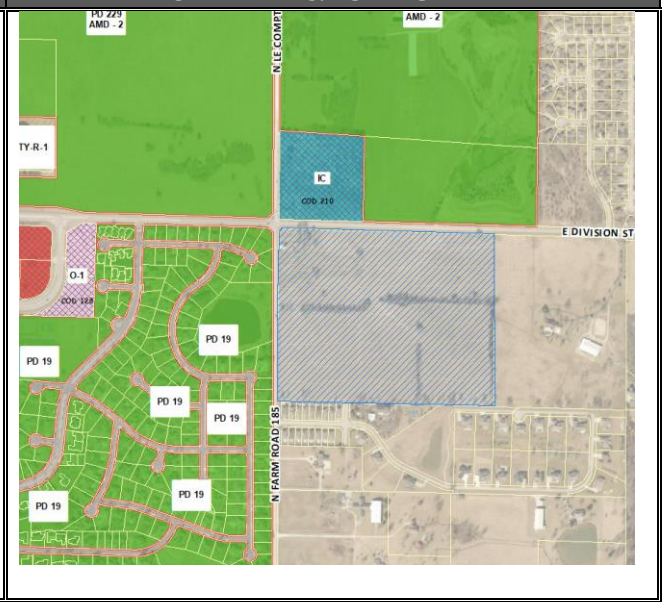
EXHIBIT B

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-4-2025
Location:	3830 E Division Street
Total Acres:	48.16 acres
Applicant:	East Division Development LLC ETAL
Existing Land Use:	Undeveloped
City Council:	May 5, 2025
Public Notification:	Mail and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

PROJECT SUMMARY:

Request to annex approximately 48.16 acres of private property generally located at 3830 E Division Street, and approximately 1.2 acres of North Farm Road 185, into the city of Springfield.

LOCATION MAP	CITY LIMIT & ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County A-1, Agriculture District. The annexation is being processed with the intent to rezone the property to a planned development for mixed density residential development immediately following. Approximately 1.2 acres of North Farm Road 185 adjacent to this property to the west is also being proposed to be annexed.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in a Priority Three annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. Priority Three areas represent long-term growth areas. While these areas are not net revenue generators, they may be equally valuable in terms of growing the city's population base and expanding the City's reach in a community involvement capacity. Some of these areas are also strategically important to help access potential growth areas that are currently not contiguous to the city.

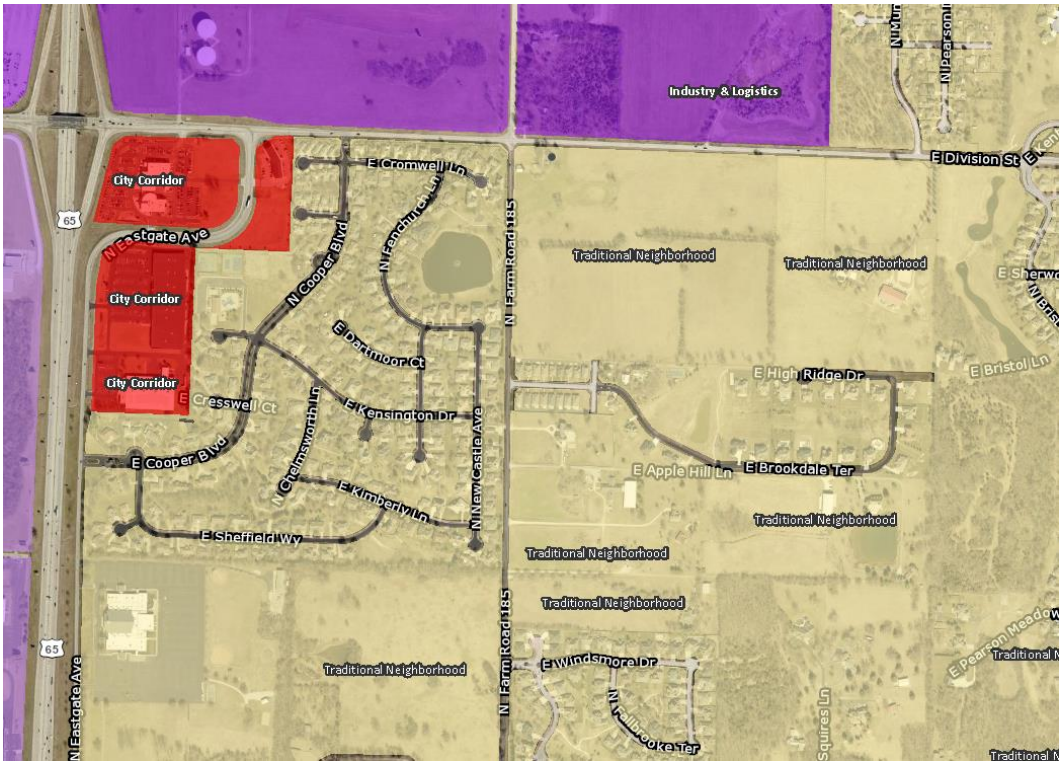
Annexation Considerations

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

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an "Irrevocable Petition and Consent to Annexation Agreement" that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The property involved in this annexation request was identified as Traditional Neighborhood placetype during the formation of the Forward SGF Comprehensive Plan (see the Future Placetype Map on page 7). Housing in Traditional Neighborhoods range from bungalows to expansive ranch-style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well-connected internally with sidewalks and trails. Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. The primary land-use within the Traditional Neighborhood placetype is single-family detached dwellings and supporting uses include single-family attached dwellings such as duplexes or townhomes and low-intensity neighborhood commercial.

FUTURE PLACETYPE MAP:



DEVELOPMENT REVIEW STAFF REPORT

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 229 and IC	Greene County A-1	Greene County A-1	PD 19
LAND USE	Manufacturing/Springfield Underground	Single-family homes	Single-family homes	Single-family homes
PLACETYPES	Industry & Logistics	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No comments.

2. CITY UTILITIES:
   No issues with the proposed annexation. The property has access to City Utilities 3-phase electric, gas and water.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:
   No issues with annexation.

4. EMERGENCY 911:
   No comments.

5. GREENE COUNTY HIGHWAY DEPARTMENT:
   No comments.

6. POLICE DEPARTMENT:
   No comments.

7. FIRE DEPARTMENT:

   Service – The primary Fire Station responding to this area would be Station #3 located at 205 N Patterson, which is approximately 2.8 miles from the northwest corner of the property. Fire Station #4 located at 2423 N Delaware is the secondary station responding to this location, which is 3.8 miles from the southwest corner of the property.

   ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately 1.4 miles for the 1st due unit. ***This will impact our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 50 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 42 seconds. The 2nd due company has an estimated total response time of 6 minutes, 54 seconds. It is likely the standard of coverage benchmark could be met for single company responses and for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will meet the initial unit benchmark and ERF benchmarks. This will not impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1st Due Company	Station 3	5-6 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 3,4,2,7,12,1	8-9 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – City Utilities maintains a 16" water a 16" main on the east side of the property. Additional infrastructure will be required for development. ***The Fire Department does not have any concerns with the water supply for this proposed annexation after Fire Code requirements are met.***

Impact – The current development plan is for single and multi-family residential structures (450 apartments). ***The Fire Department is not concerned about undue impact from call volume or extended response times.***

Fire Department Recommendation: ***Based upon the relevant factors, the Fire Department is supportive of this annexation.***

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu for Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
3830 E Division St	Pierson Creek	No	No	Yes	No	No

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. The future planned subdivision has shown basins for flood control in the NE area. Any future development on the existing lot requires flood control stormwater control measure.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
2. 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. 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

1. A stream is present on the property but does not appear on the City of Springfield GISViewer layers.
2. Cooper Estates Wetland Pond is flood control for 50+ acres of drainage area from the west. The pond discharge crosses Farm Road 185/Le Compte Rd and drains to the property marked below. The Stream is estimated as a Category D Small Tributary. During the Preliminary Plat process a stream buffer easement 30 feet wide from the top of bank on both sides of the stream is required.
3. The stream bed is visible until encountering a farm pond. After this location the site needs drainage to E Division St ROW. The Public Improvements will determine the future location of a drainage easement for continued flow.

SINKHOLES & KARST FEATURES

N/A

9. 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	E. Division Street	Primary Arterial	State	50	35	NA	No	Yes	No
Street 2	N. Farm Road 185	Secondary Arterial	County	35	20	NA	No	Yes	No

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

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

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

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, East Division Development LLC ETAL, has petitioned for the City of Springfield to annex approximately 48.16 acres of private property generally located at 3830 E Division Street into the city. The applicant is concurrently processing a rezoning request to rezone the annexed property to a City Planned Development for a mixed density residential development.

2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources.

3. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within the Traditional Neighborhood placetype. The primary land-use within the Traditional Neighborhood placetype is single-family detached dwellings and supporting uses include single-family attached dwellings such as duplexes or townhomes and low-intensity neighborhood commercial.

4. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.

5. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

6. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on two sides by the city of Springfield.

7. The City will receive property tax revenue upon annexation of the private property.

8. Approximately 1.2 acres of North Farm Road 185 will be annexed as part of this request.

<u>STAFF RECOMMENDATION:</u>

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

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council public hearing..... May 5, 2025

City Council vote ..... May 19, 2025

EXPLANATION TO COUNCIL BILL 2025-093 (HORTON)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 481 for the purpose of permitting warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue. (By: The General Council of the Assemblies of God; 1525 N. Campbell Avenue; Conditional Use Permit No. 481).

PURPOSE: To establish a conditional use permit for warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 481

The applicant, The General Council of the Assemblies of God, is requesting a Conditional Use Permit to construct a new warehousing and storage building.

CONDITIONS: The regulations and standards listed on Exhibit D - Attachment 2 shall govern and control the use and development of the land in Conditional Use Permit Number 481 in a manner consistent with the attached site plan (Exhibit D - Attachment 4).

FINDINGS FOR STAFF RECOMMENDATION:

1. The CC, Center City District requires a conditional use permit review for any new warehousing or storage facilities in this district.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment placetype. This placetype allows for supporting uses such as government, healthcare, and institutional facilities.

3. A site plan has been provided (Attachment 4) showing the proposed and existing site and structures.

4. The applicant is providing perimeter landscaping along Division and Campbell Avenue. They are providing perimeter treatment consistent with any adopted streetscape plans for adjacent rights-of-way and with the materials and colors of the existing streetscape and surrounding structures. Staff believes each of these alternatives are acceptable and will need to be shown on a separate landscaping

plan when the project is submitted for building permits. The perimeter treatment shall consist of one of the following:

a. A perimeter landscape area located adjacent to the street right-of-way, at least six feet in width and containing one understory tree and ten shrubs per 50 linear feet of street frontage.
b. A perimeter landscape area located adjacent to the street right-of-way, at least three feet in width and containing ten shrubs plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.
c. A decorative wall or fence at least 30 inches high located adjacent to the street right-of-way, plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.

5. A bufferyard Type J as prescribed by the Zoning Ordinance is being provided along the west property line and adjacent to the alley. A six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge shall be provided.

6. There are no building setbacks, off-street parking or open space requirements in the Center City District; however, the applicant is showing 24 percent green space.

7. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Institutional and Employment Placetype as outlined in the Compatibility with the Comprehensive Plan section.

REMARKS: The Planning and Zoning Commission held a public hearing on April 10, 2025, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:
1. Conditional Use Permit 481 - 1525 North Campbell Avenue
2. CUP 481_exhA
3. CUP 481_exhB
4. CUP 481_exhC
5. CUP 481_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 29
Filed: 04-29-25

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-093 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 481 for the purpose of permitting warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue.

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

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on April 10, 2025, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and recommended approval of Conditional Use Permit No. 481 by a vote of 7 to 0; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 481; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 1525 North Campbell Avenue.

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

Section 1 – City Council adopts the City staff's specific findings of fact on the proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety. Conditional Use Permit No. 481 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 481 is granted for the purpose of permitting warehousing and storage facilities within a CC, Center City District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 1525 North Campbell Avenue.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 481" described in "Exhibit D – Attachment 1" and "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit D – Attachment 1" and "Exhibit A" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4."

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sybey, Interim City Manager

EXHIBIT A
REQUIREMENTS FOR CONDITIONAL USE PERMIT 481

1. The warehouse and storage facility uses shall comply with all the standards listed in Attachment 2.

2. The warehouse and storage facility uses shall be permitted in conformance with Attachment 4.

3. The perimeter treatment area as shown on Attachment 4 shall consist of one of the following:

    a. A perimeter landscape area located adjacent to the street right-of-way, at least six feet in width and containing one understory tree and ten shrubs per 50 linear feet of street frontage.
    b. A perimeter landscape area located adjacent to the street right-of-way, at least three feet in width and containing ten shrubs plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.
    c. A decorative wall or fence at least 30 inches high located adjacent to the street right-of-way, plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.

4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B
LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 481

All of the South Forty-four (44) feet of Lot Two (2), Block Ten (10), of the Original Plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri. Also All of Lots Three (3), Four (4), Five (5) and Six (6) in Block Ten (10) of the Original Plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri. Except The North 34.26 feet of Lot 3, Block 10 of the Original Plat of North Springfield, Springfield, Greene County, Missouri.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 10, 2025

Conditional Use Permit 481
1525 North Campbell Avenue
Applicant: General Council of the Assemblies of God

Mr. Sparlin stated that this is a request to permit warehousing and storage facilities within a CC, Center City District.

Mr. Scott opened the public hearing.

Mr. Will Hoey, 550 St. Louis Street and here to answer any questions.

Mr. Scott closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Conditional Use Permit 481; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Scott, Commissioner Ridge, Commissioner Colony, Commissioner Hunton, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Doennig and Commissioner Lebeck. Abstain: None.

Bob Hosmer, AICP
Planning Manager

EXHIBIT D

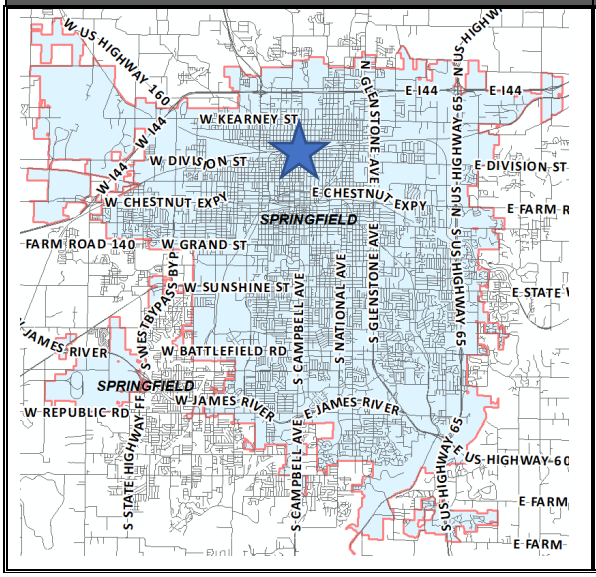
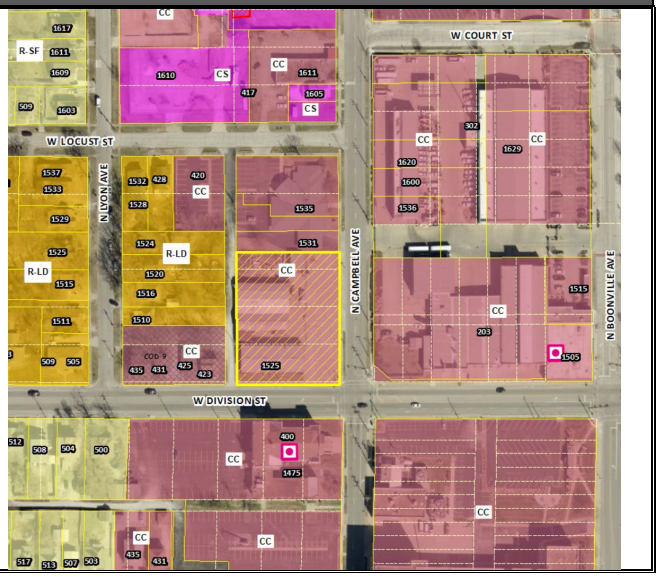
CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 481
Location:	1525 N. Campbell Avenue
Total Acres:	0.94 acre
Applicant:	The General Council of the Assemblies of God
Existing Land Use:	Warehousing and storage
Neighborhood Meeting:	March 20, 2025
Planning and Zoning Commission:	April 10, 2025
City Council:	May 5, 2025
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner, (417) 864-1036
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 481 subject to the conditions listed in Attachment 1 to the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

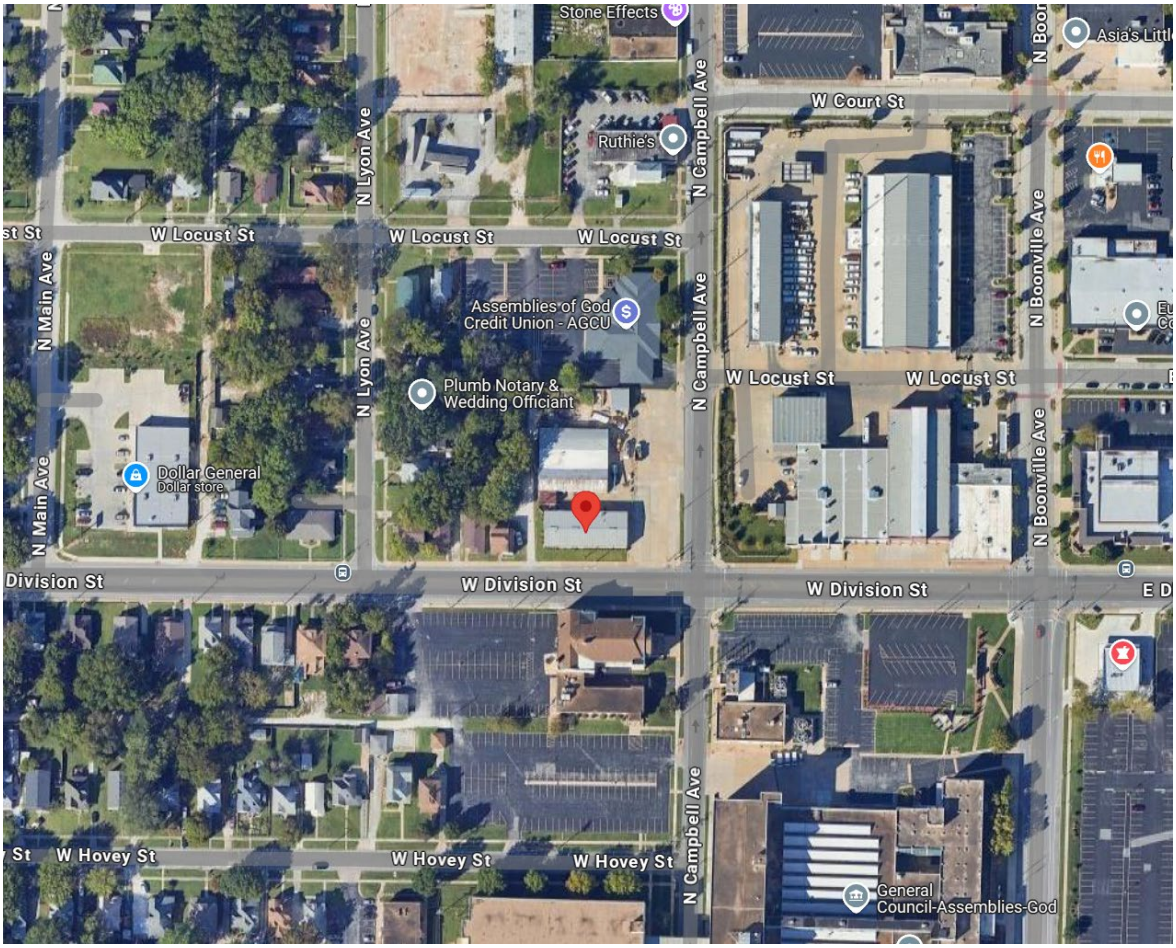
PROJECT SUMMARY:

Request to permit warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property has been zoned CC, Center City District, since the 1995 citywide rezoning.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety, and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18 months period:

1. A building permit is obtained, and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained, and the conditional use is commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

LAND USES PRIMARY USES

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

SUPPORTING USES

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities
- Office, hospitality, retail sales and service
- Maker, artisan and innovations spaces
- Public and private schools and places of worship

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

- 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 integrated 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 prioritized at key employment centers, institutions, and along major corridors with bus stops enhanced with shelters and live timetables.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY

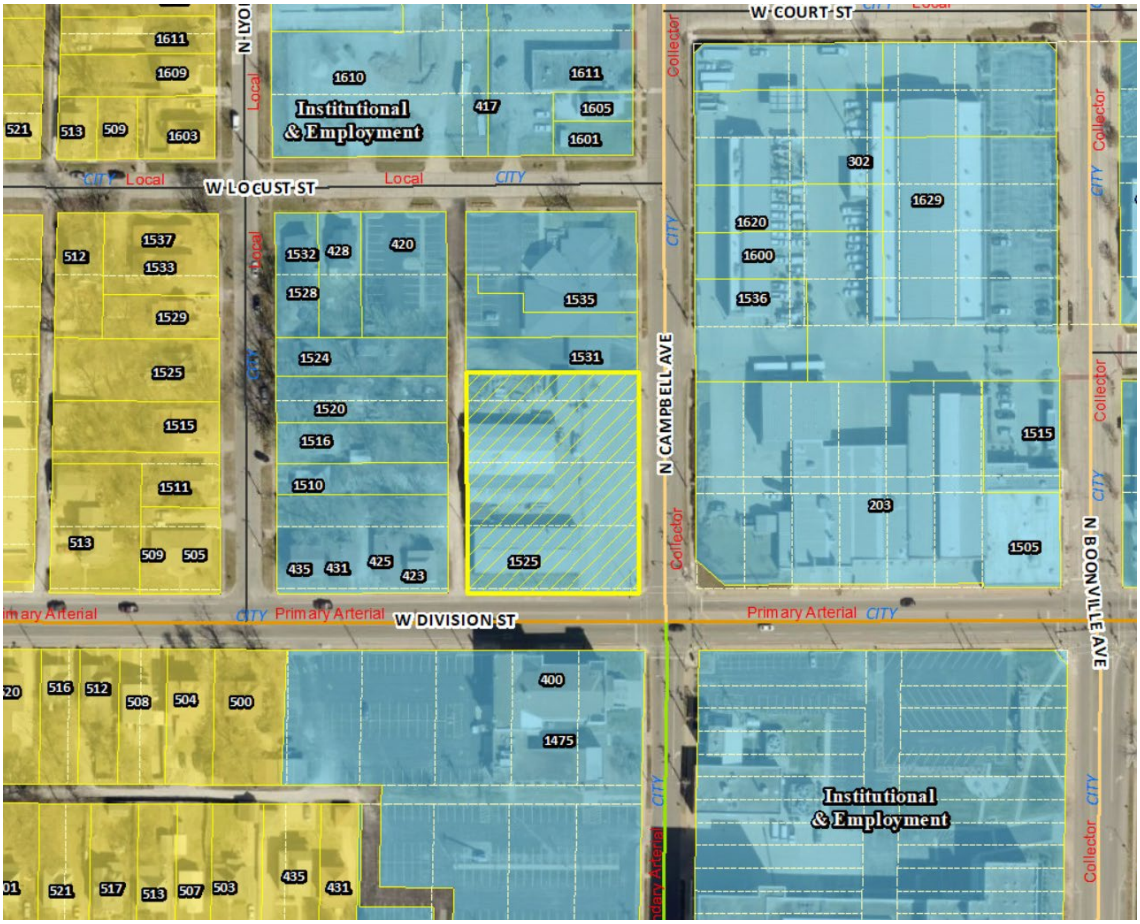
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- Design should discourage the placement of mechanical equipment along the adjacent streets or should be completely screened, along with trash receptacles, and recycling bins.

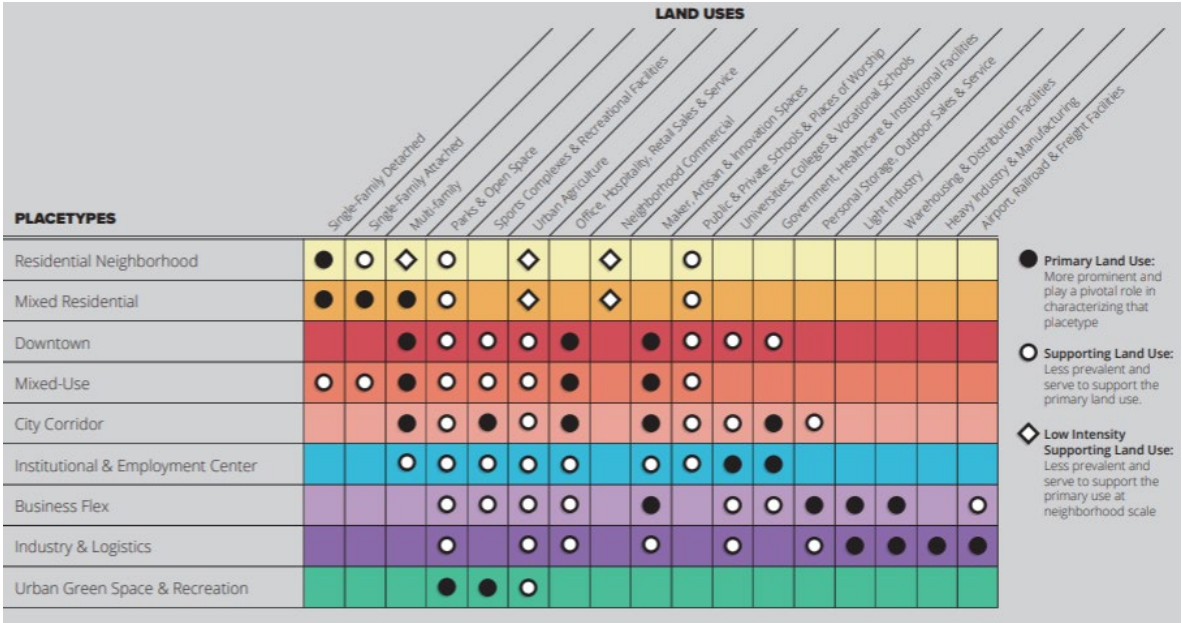
TRANSITIONS

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

DEVELOPMENT REVIEW STAFF REPORT

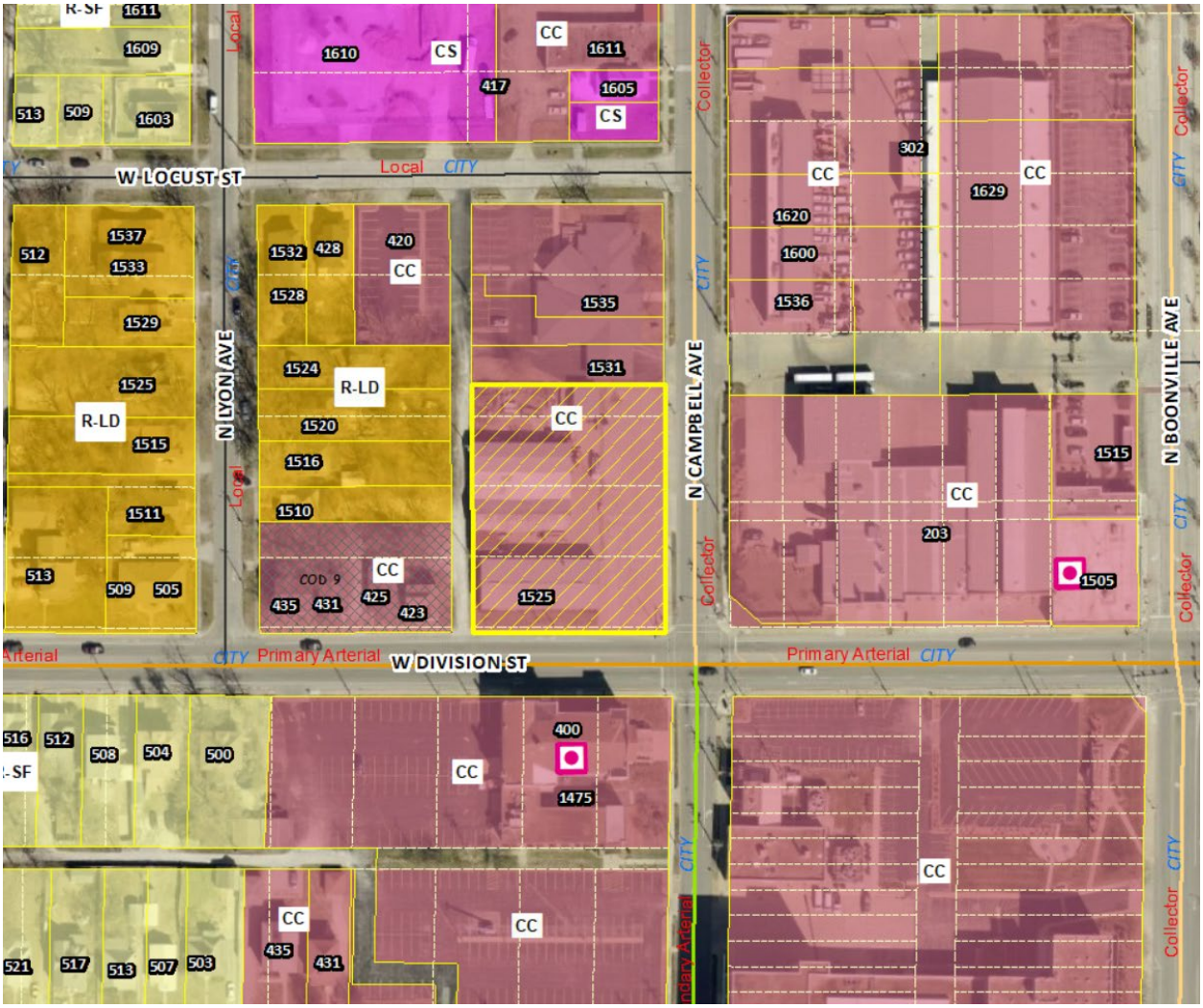
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	CC	CC	CC	CC & R-LD
LAND USE	Bank	Future Pipkin Middle School	CU Bus Facility	Single-family and multi-family residential
PLACETYPES	Institutional & Employment	Institutional & Employment	Institutional & Employment	Institutional & Employment

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No comments.

2. CITY UTILITIES:
   No issues with proposed CUP. Site re-development may require CU infrastructure modifications or improvements, to be determined by building plan review.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
   No objections to CUP.

4. FIRE DEPARTMENT:
   No comments.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
1525 N Campbell Ave	Jordan Creek Lower Branch	No, Existing Impervious	No	No	No	No

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. Site is 100% existing impervious area. Reduction of impervious area does not trigger detention for flood control.

WATER QUALITY REQUIREMENTS
1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

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

ADDITIONAL STORMWATER REQUIREMENTS
N/A

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	N. Campbell Avenue	Collector	City	30	30	2,813	No	Yes	Yes
Street 2	W. Division Street	Primary Arterial	City	50	30	12,547	No	Yes	Yes

ACCESS - All access to the development shall comply with current City of Springfield standards for the street classification.

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

IMPROVEMENTS - No improvements are required for this conditional use permit. A traffic study is not required for this conditional use permit.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Carleton Resources, LLC, has requested this Conditional Use permit warehousing and storage facilities within a CC, Center City District, generally located at 1525 North Campbell Avenue. The applicant is proposing a new warehouse and storage building.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment placetype. This placetype allows for supporting uses such as government, healthcare, and institutional facilities.

3. A site plan has been provided (Attachment 4) showing the proposed and existing site and structures.

4. The applicant is providing perimeter landscaping along Division and Campbell Avenue. They are providing perimeter treatment consistent with any adopted streetscape plans for adjacent rights-of-way and with the materials and colors of the existing streetscape and surrounding structures. Staff believes each of these alternatives are acceptable and will need to be shown on a separate landscaping plan when the project is submitted for building permits. The perimeter treatment shall consist of one of the following:

    a) A perimeter landscape area located adjacent to the street right-of-way, at least six feet in width and containing one understory tree and ten shrubs per 50 linear feet of street frontage.
    b) A perimeter landscape area located adjacent to the street right-of-way, at least three feet in width and containing ten shrubs plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.
    c) A decorative wall or fence at least 30 inches high located adjacent to the street right-of-way, plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.

5. A bufferyard Type J as prescribed by the Zoning Ordinance is being provided along the west property line and adjacent to the alley. A six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge shall be provided.

6. There are no building setbacks, off-street parking or open space requirements in the Center City District; however, the applicant is showing 24 percent green space.

7. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Institutional and Employment Placetype as outlined in the Compatibility with the Comprehensive Plan section (above).

8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in the staff report (above).

9. The applicant held a neighborhood meeting on March 18, 2025, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

10. 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.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Institutional and Employment Placetype and based on the development's compliance with the standards of approval below (Attachment 2).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use,
2. Recommend approval of the proposed conditional use, or
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 481

1. The warehouse and storage facility uses shall comply with all the standards listed in Attachment 2.

2. The warehouse and storage facility uses shall be permitted in conformance with Attachment 4.

3. The perimeter treatment area as shown on Attachment 4 shall consist of one of the following:

    a. A perimeter landscape area located adjacent to the street right-of-way, at least six feet in width and containing one understory tree and ten shrubs per 50 linear feet of street frontage.
    b. A perimeter landscape area located adjacent to the street right-of-way, at least three feet in width and containing ten shrubs plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.
    c. A decorative wall or fence at least 30 inches high located adjacent to the street right-of-way, plus one understory tree in the sidewalk on the public right-of-way per 50 linear feet of street frontage.

4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

ATTACHMENT 2
STANDARDS FOR CONDITIONAL USE PERMIT NO. 481

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's response:**	**Staff's response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield *Comprehensive Plan.*	No. The City's Comprehensive Plan identifies this parcel as a Mixed Use/Commercial zoned district which consists of residential, retail, office, institutional & public gathering spaces. The purpose of this CUP is to grant the owner approval to raze and rebuild the existing storage/warehouse space with a new storage/warehouse facility.	Staff has concluded that the proposed conditional use within the existing CC, Center City District is in general alignment with the *Comprehensive Plan's* Institutional and Employment Placetype designation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	No. All facilities will be designed using the applicable City of Springfield and MUTCD traffic standards. These standards will ensure the safety of all vehicular and pedestrian traffic in and around the site.	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the motoring public or of pedestrians using the facility or within the immediate surroundings of the proposal.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	Yes. All facilities will be designed to the applicable Fire Department and International Fire Code requirements.	The Fire Department has reviewed the proposed conditional use and hasn't noted any concerns about fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.
4. The proposed conditional use will not increase the	No. Stormwater detention and water quality facilities	Public Works – Stormwater has reviewed the proposed conditional use and has

hazard to adjacent property from flood or water damage.	will be provided, as required, per the City of Springfield design standards. The addition of a water quality or detention basin is not anticipated at this time as the redevelopment area is under one acre and should result in an overall increase in greenspace. All stormwater conveyance facilities will be sized using the appropriate City of Springfield design standards. These standards ensure that flooding and water damage does not occur on site nor downstream of the site.	provided their comments within the Department Comments section of the staff report, above.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	No. Activities intended for the use in this development will not be considered noise in nature. There are no anticipated changes in noise between the existing and proposed uses of the property as the use of the property are not changing.	Staff does not have any concerns pertaining to the anticipated noise levels associated with the proposed CUP uses which should fit in with the existing uses in the area.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	No. Lighting levels at the property lines will not exceed limits determined by the City of Springfield code requirements.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting.
7. The location, lighting, and type of signs and the relationships of signs to	Yes. All signage, if added or required, will meet the	Any signage must comply with the requirements and limitations of the CUP approval standards

traffic control is appropriate for the site.	requirements of the sign ordinance.	and Section 36-454, Signs, of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	No. There are no existing signs on site & there are no proposed signs anticipated.	Any signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	Yes. The existing warehouse facility use will remain the same with no anticipated changes to the current traffic volumes.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	No. This development will help to enhance the property by replacing aging structures with new facilities. All landscaping and parking requirements will adhere to City of Springfield standards. As a result, there will be a reduction in pavement and an increase in landscaping to help ensure this development does not negatively affect neighboring properties.	Staff doesn't anticipate that the proposed development will adversely impact or be incompatible with the surrounding property.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:	The proposed buildings, structures, fences, and/or walls within the conditional use permit area will be a significant improvement for the property & be designed to meet City of Springfield standards. The redevelopment project will require improvements to the existing landscape that will help enhance the property and provide improved screening for surrounding neighbors.	Staff doesn't anticipate any changes that would dominate the immediate vicinity or interfere with the development and use of the neighboring property.

a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	Landscape requirements will be designed to meet the City of Springfield standards.	
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No. The existing site is flat with minor changes in topography.	Staff has no concerns with the effects this use will have to surrounding properties.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No. There are not any know natural, scenic, or historic features of significant importance on the site.	Staff isn't aware of any features that will be destroyed or lost with the development of this site.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes. All requirements have been considered following the pre-development meeting and will be further analyzed and designed to be in accordance with City of Springfield standards for center city zoning	The proposed use and site plan appear to comply with all district regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	Yes. The new facility will promote the health and welfare of the public.	The proposed use will contribute to the general welfare of the city.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located to protect such	Yes. All off-street parking will be in conformance with the requirements of the City of Springfield.	The development must meet the requirements of Section 36-455 of the Zoning Ordinance.

residential uses from any injurious effect.		
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Yes. All access to the site will comply with the requirements of the City of Springfield in an effort to reduce congestion.	The applicant is proposing a driveway closure on Division Street which will reduce traffic hazards and congestion at the intersection of Division and Campbell Avenue.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	No. Considerations have been made to help improve vehicular circulation by eliminating a high-risk access point along Division. Perimeter landscaping improvements along Division & Campbell will also help create separation between the vehicular use areas and the public sidewalk.	The applicant has worked with Public Works on their site plan to provide continued access to the site and less hazards to the safety of vehicles or pedestrians.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	No. All existing infrastructure & public or private rights-of-way have been identified and designed around.	There is not any known interference with any public rights-of-way or easements.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	Yes. The new warehouse utilities will be feed from the salvaged warehouse structure. Any required fire improvements will be designed to meet the 2018 IFC and City of Springfield design standards.	Any new or converted facilities must meet all City code requirements.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for	Yes. All the listed services will be provided and coordinated throughout the project design, construction, and operational phases of the development.	The property is currently served by all public facilities and services.

the establishment of the proposed use will provide adequately for such services.		

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 1525 N. Campbell Avenue
2. Meeting Date & Time: 3/18/2025 (4:00-6:30)
3. Meeting Location: Assemblies of God 1445 N. Boonville Avenue, Springfield, MO 65802
4. Number of invitations that were sent: 105
5. How was the mailing list generated: City of Springfield Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   Keith Fry (1605 N. Campbell Avenue):
   Wanted to know if the alley would be closed as part of this project (Confirmed that alley vacation is not anticipated).
   Shared concerns with dust and debris from construction activities
   (Informed him that there are a handful of requirements in place to help reduce this from happening & he could relay any concerns with dust/debris from construction activities to the City).

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

   No written comments have been recieved

I, Will Hoey (*print name)*, attest that the neighborhood meeting was held on 03/18/2025 (*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."

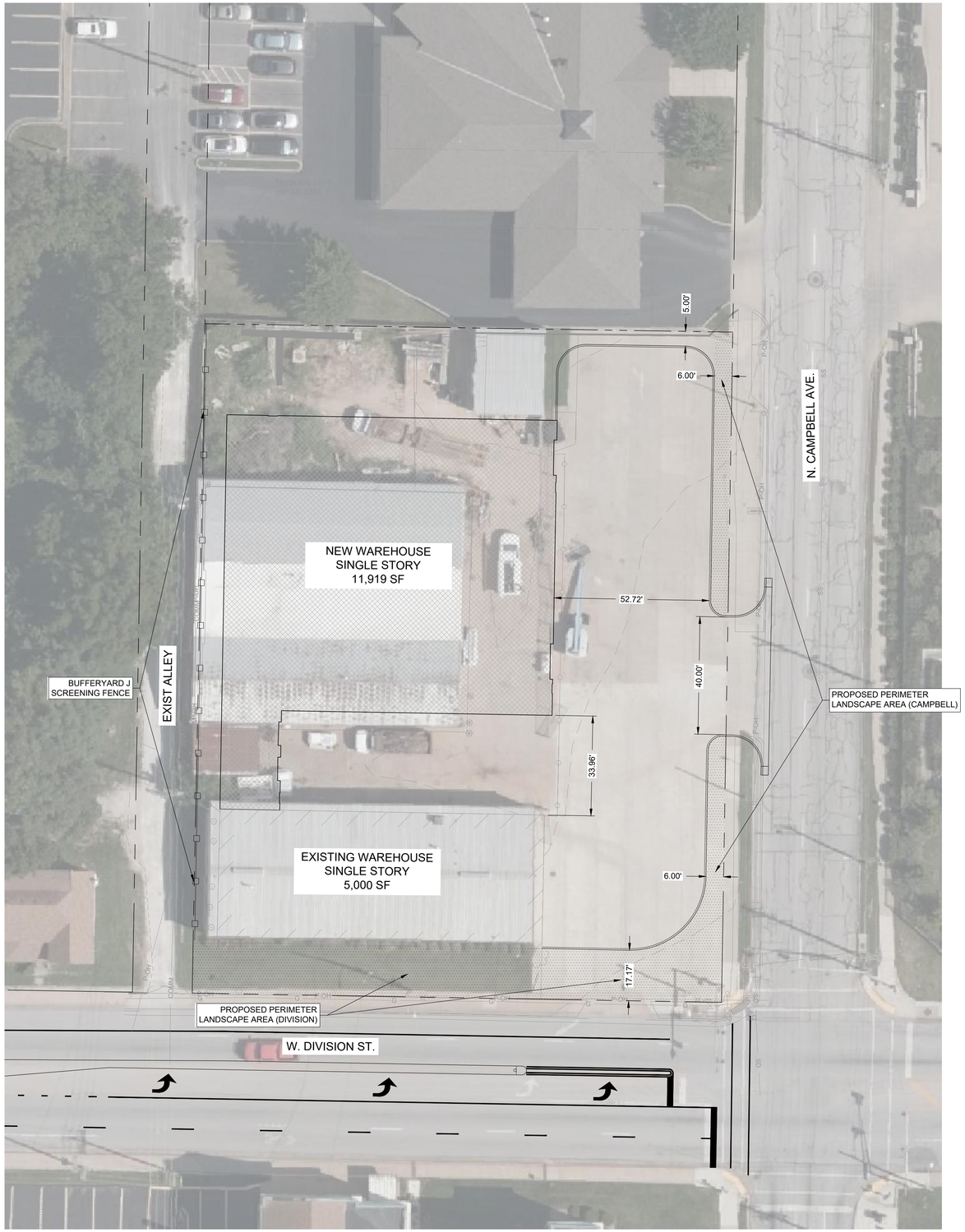
Signature of person completing affidavit

Will Hoey
Printed name of person completing affidavit

NEIGHBORHOOD MEETING

ASSEMBLIES OF GOD WAREHOUSE PROJECT
MARCH 18, 2025
4:00 p.m. – 6:30 p.m.

NAME (PLEASE PRINT)	ADDRESS	PHONE
Keith FRY	1605 N. Campbell AVE.	417-862-225



ZONING:

CC (CITY CENTER)

PRESENT USE:

WAREHOUSE & STORAGE ESTABLISHMENT

PROPOSED USE:

WAREHOUSE & STORAGE ESTABLISHMENT

TOTAL GREEN SPACE:

SITE AREA = 40,957 S.F. (0.94 AC)
GREEN SPACE = 9,726 S.F. (0.22 AC) (24%)

IMPERVIOUS AREA:

IMPERVIOUS = 31,231 S.F. (0.72) (76%)

SETBACKS:

FRONT YARD: NONE
SIDE YARD: NONE
REAR YARD: NONE

BUFFERYARDS:

J BUFFERYARD - A SIX-FOOT SOLID WOOD FENCE OR SIX-FOOT SOLID MASONRY/BRICK WALL OR SIX-FOOT SOLID EVERGREEN HEDGE SHALL BE PROVIDED

PERIMETER LANDSCAPE:

THE PERIMETER TREATMENT SHALL BE CONSISTENT WITH ANY ADOPTED STREETSCAPE PLANS FOR ADJACENT RIGHTS-OF-WAY AND WITH THE MATERIALS AND COLORS OF THE EXISTING STREETSCAPE AND SURROUNDING STRUCTURES. THE PERIMETER TREATMENT SHALL CONSIST OF ONE OF THE FOLLOWING:

A. A PERIMETER LANDSCAPE AREA LOCATED ADJACENT TO THE STREET RIGHT-OF-WAY, AT LEAST SIX FEET IN WIDTH AND CONTAINING ONE UNDERSTORY TREE AND TEN SHRUBS PER 50 LINEAR FEET OF STREET FRONTAGE;

B. A PERIMETER LANDSCAPE AREA LOCATED ADJACENT TO THE STREET RIGHT-OF-WAY, AT LEAST THREE FEET IN WIDTH AND CONTAINING TEN SHRUBS PLUS ONE UNDERSTORY TREE IN THE SIDEWALK ON THE PUBLIC RIGHT-OF-WAY PER 50 LINEAR FEET OF STREET FRONTAGE;

C. A DECORATIVE WALL OR FENCE AT LEAST 30 INCHES HIGH LOCATED ADJACENT TO THE STREET RIGHT-OF-WAY, PLUS ONE UNDERSTORY TREE IN THE SIDEWALK ON THE PUBLIC RIGHT-OF-WAY PER 50 LINEAR FEET OF STREET FRONTAGE.

UTILITY COMPANIES:

WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8815
EMAIL: developer_services@cityutilities.net

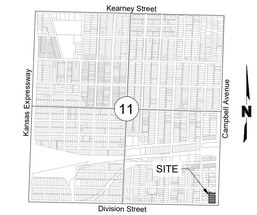
SANITARY
CITY OF SPRINGFIELD
ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD -
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: JOSEPH CODICHINI
PH: (417) 864-1152
EMAIL: joseph.codichini@springfieldmo.gov

COMMUNICATIONS
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: STEVEN BEIER
PH: (417) 836-2761
EMAIL: sb9742@att.com

SPRINGNET
301 E CENTRAL STREET
SPRINGFIELD, MO 65802
CONTACT: ANDY ROBINSON
PH: (417) 575-7700
EMAIL: arobinson@springnet.net

MEDIACOM
1533 S. ENTERPRISE AVENUE
SPRINGFIELD, MO 65804
CONTACT: KYLE KELLER
PH: (417) 315-8222
EMAIL: kkeller@mediacomcc.com



LOCATION MAP
Sec. 11, T-29-N, R-22-W
Scale: 1"=2000'

PARKING CALCULATIONS:

- ACCORDING TO C.O.S. LAND DEVELOPMENT CODE ARTICLE III, DIVISION 5, SECTION 36-455 ZONING CC DOES NOT HAVE OFF-STREET PARKING REQUIREMENTS.

CONDITIONAL USE REQUEST:

- ACCORDING TO C.O.S. LAND DEVELOPMENT CODE ARTICLE III, DIVISION 4, SECTION 36-424 WAREHOUSES, STORAGE AND DISTRIBUTION CENTERS WITHIN ZONING CC REQUIRE A CONDITIONAL USE PERMIT

BOUNDARY DESCRIPTION:

All of the South Forty-four (44) feet of Lot Two (2), Block Ten (10), of the Original Plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri.
Also
All of Lots Three (3), Four (4), Five (5) and Six (6) in Block Ten (10) of the Original Plat of North Springfield, now a part of the City of Springfield, Greene County, Missouri.
Except
The North 34.26 feet of Lot 3, Block 10 of the Original Plat of North Springfield, Springfield, Greene County, Missouri.

LEGEND

	RIGHT-OF-WAY LINE
	PROPERTY LINE
1370	EXIST. CONTOUR
	BOLLARD
	BUSH
GM	GAS METER
GV	GAS VALVE
	LIGHT POLE
	POWER POLE
UPPP	POWER POLE W/ LIGHT
S	SANITARY MANHOLE
	SIGN
	STEEL POST
D	STORM MANHOLE
T	TELEPHONE RISER
	TRAFFIC CONTROL BOX
	TRAFFIC SIGNAL POLE
	TREE, DECIDUOUS
WM	WATER METER
P-OH	OVERHEAD ELECTRIC
COMM	UNDERGROUND CABLE
G	NATURAL GAS LINE
SS	SANITARY SEWER LINE
SD	STORM SEWER LINE
W	WATER LINE
	CHAINLINK FENCE
	WOOD FENCE

ENGINEER:

OLSSON, INC.
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON, INC.
DAVID D. DRUMM
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELE: (417) 890-8802
FAX: (417) 890-8805

OWNER / APPLICANT / DEVELOPER:

THE GENERAL COUNCIL OF THE ASSEMBLIES OF GOD
CONTACT: ROBERT BORNERT
1445 N. BOONVILLE AVENUE
SPRINGFIELD, MO 65802
TELE: (417) 773-7946

N

0' 10' 20' 40'
SCALE IN FEET

MISSOURI 811

olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

REV. NO.	DATE	DESCRIPTION	BY

REVISIONS

USE PERMIT SKETCH PLAN

ASSEMBLIES OF GOD WAREHOUSE
1525 N. CAMPBELL AVENUE

SPRINGFIELD, MO

2025

drawn by: WKH
designed by: WKH
project no.: 025-01215
date: 03.03.2025

SHEET
1 of 1

F:\2025\01001-01500\025-01215\40-Design\AutoCAD\Preliminary Plans\Xref\C_PBASE_02501215.dwg
DATE: Mar 25, 2025 12:10pm USER: whoey

EXPLANATION TO COUNCIL BILL 2025-094 (HORTON)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 480 for the purpose of permitting a transitional service shelter within an R-MD, medium-density multifamily residential district, generally located at 422 and 424 East Norton Road to expand operations to property located at 504 East Norton Road. (By: Good Samaritan Boys Ranch Foundation; 422, 424 & 504 E. Norton Road; Conditional Use Permit No. 480).

PURPOSE: Request to permit a transitional service shelter as a Conditional Use Permit within a R-MD, medium-density multifamily residential district. Generally located at 422 and 424 E. Norton Road to expand operations to property located at 504 E. Norton Road. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 480

The applicant, Good Samaritan Boys Ranch Foundation, is requesting a Conditional Use Permit to construct a new donation drop-off center as an accessory use to the transitional service shelter.

CONDITIONS: The regulations and standards listed on Exhibit D - Attachment 2 shall govern and control the use and development of the land in Conditional Use Permit Number 480 in a manner consistent with the attached site plan (Exhibit D - Attachment 4 and 5).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested this Conditional Use Permit for an expansion of the existing transitional service shelter to include a donation drop-off center. The donation drop-off center would largely mimic an office, with a small warehouse/storage space proposed for the storage of goods donated to the shelter and its residents as they transition into independent living.

2. A site plan has been provided (Attachment 3) depicting the proposed expansion of this development. Note that the applicant has proposed a few off-street parking stalls more than the minimum required by Code. In addition, a 20-foot-wide bufferyard C will be installed along the east property line, which will include

a new six-foot wood privacy fence despite not being required by Code. This fence will act as a form of screening for the proposed parking stalls, which will face the east property line. The applicant has located a screened trash enclosure to the south end of the site, away from public right-of-way and adjacent properties.

3. The site plan includes a future building addition to the donation drop-off center which will not exceed 3,450 square feet.

4. Staff has determined that the requested Conditional Use Permit is in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed Residential Placetype.

REMARKS: The Planning and Zoning Commission held a public hearing on April 10, 2025, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted By: Michael Sparlin, Senior City Planner

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

Attachments:
1. Conditional Use Permit 480 - 504 East Norton Road
2. CUP 480_exhA
3. CUP 480_exhB
4. CUP 480_exhC
5. CUP 480_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 04-29-25

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-094 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 480 for the purpose of permitting a transitional service shelter within an R-MD, medium-density multifamily residential district, generally located at 422 and 424 East Norton Road to expand operations to property located at 504 East Norton Road.

_____

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

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on April 10, 2025, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and recommended approval of Conditional Use Permit No. 480 by a vote of 7 to 0; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 480; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 422, 424, or 504 East Norton Road.

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

Section 1 – City Council adopts the City staff's specific findings of fact on the proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety. Conditional Use Permit No. 480 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 480 is granted for the purpose of permitting a transitional service shelter within an R-MD, medium-density multifamily residential district, located at the property described in

"Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 504 East Norton Road.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 480" described in "Exhibit D – Attachment 1" and "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit D – Attachment 1" and "Exhibit A" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4."

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sybey, Interim City Manager

EXHIBIT A
REQUIREMENTS FOR CONDITIONAL USE PERMIT 480

1. The transitional service shelter and associated donation drop-off center shall comply with all the standards listed in Attachment 2.

2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Attachment 4 and 5. A building addition to the donation drop-off center shall be allowed and not to exceed 3,450 square feet.

3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B
LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 480

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 38'47" WEST ALONG THE NORTH LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER, 980.1 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 29'33" WEST, 25.02 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING SOUTH 02 DEGREES 29'33" WEST, 293.17 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE NORTH 89 DEGREES 26'27" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 344.55 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE WEST LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE NORTH 02 DEGREES 29'33" EAST ALONG SAID WEST LINE, 291.44 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD; THENCE SOUTH 89 DEGREES 38'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 344.60 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN THE CERTIFICATE OF APPROVAL ADMINISTRATIVE SUBDIVISION RECORDED MARCH 7, 2006 IN BOOK 2006 PAGE 011468-06. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE)

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 10, 2025

Conditional Use Permit 480
504 East Norton Road
Applicant: Good Samaritan Boys Ranch Foundation

Mr. Sparlin stated that this is a request to permit a transitional service shelter as a Conditional Use Permit within a R-MD, Medium-density multifamily residential district and expand operations to property located at 504 E. Norton Road.

Mr. Scott opened the public hearing.

Ms. Ashley White, 504 E. Norton Road with Kinetic Design and here to answer any questions.

Mr. Scott closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Conditional Use Permit 480; Commissioner Gunther seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Scott, Commissioner Ridge, Commissioner Colony, Commissioner Hunton, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Doennig and Commissioner Lebeck. Abstain: None.

Bob Hosmer, AICP
Planning Manager

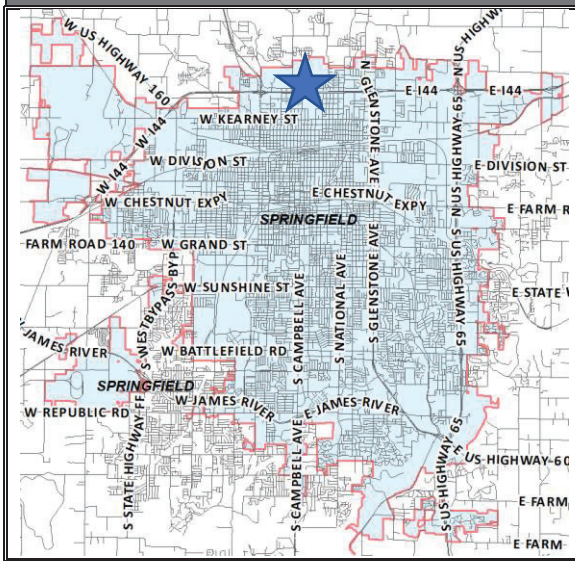
CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 480
Location:	422, 424 & 504 E. Norton Road
Total Acres:	3.05 acres
Applicant:	Good Samaritan Boys Ranch Foundation
Existing Land Use:	Transitional Service Shelter and undeveloped land
Neighborhood Meeting:	March 12, 2025
Planning and Zoning Commission:	April 10, 2025
City Council:	May 5, 2025
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner, (417) 864-1091
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 480 subject to the conditions listed in Attachment 1 to the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to permit a transitional service shelter as a Conditional Use Permit within a R-MD, Medium-density multifamily residential district generally located at 422 and 424 E. Norton Road to expand operations to property located at 504 E. Norton Road.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

PROPERTY HISTORY:

In 2004, 422 and 424 E. Norton Road were rezoned to R-LD, Low-density multifamily residential district, approved via General Ordinance No. 5422, and were subsequently rezoned to R-MD, Medium-density multifamily district in 2006, approved via General Ordinance No. 5519. In 2018, the applicant received approval of a Conditional Use Permit (CUP) for a transitional service shelter at 422 and 424 E. Norton Road.

In June 2023, 504 E. Norton Road was rezoned to R-MD. The CUP for the expansion of the transitional service shelter was also approved. However, the approved CUP has expired due to the expansion not being constructed nor operational.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety, and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18 months period:

1. A building permit is obtained, and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained, and the conditional use is commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed

unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Residential neighborhood placetype.

The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

Primary Land Uses:

- Single-family attached
- Single-family detached
- Multi-family

Supporting Land Uses:

- Parks, greenways, and open space
- Low-intensity urban agriculture
- Public and private schools and places of worship
- Low-intensity neighborhood commercial

Characteristics

TRANSPORTATION & INFRASTRUCTURE:

- Access management is improved for vehicles through curb cut consolidation and cross-access between 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 and integrated into private development plans.
- Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
- Quality of place and identity is enhanced through preserving and planting trees, and other landscaping and traffic calming improvements are made that double as streetscape elements.
- As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.

- Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses located within the neighborhood and around the perimeter.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.
- Street network is well-connected, designed for slow traffic, and includes pedestrian facilities.
- The higher density nature of the placetype prioritizes these areas for future transit access and Transit-Oriented Development (TOD) as the City looks to expand the system in the long term.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale.
- Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances.
- Preservation of neighborhood schools and adaptive reuse of existing residential and non-residential structures is encouraged.
- New structures reflect the character and context of the historic neighborhood fabric and developed area.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.
- Quality materials, construction methods, workmanship, and design are 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.
- The main entrance of new development is oriented towards the primary street.
- Windows, balconies, and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.
- Lighting, signage, landscaping, mail, and delivery accommodations are proactively incorporated into the site design.
- Mechanical equipment, trash receptacles, and recycling bin storage areas are fully screened or located away from major roadway view.

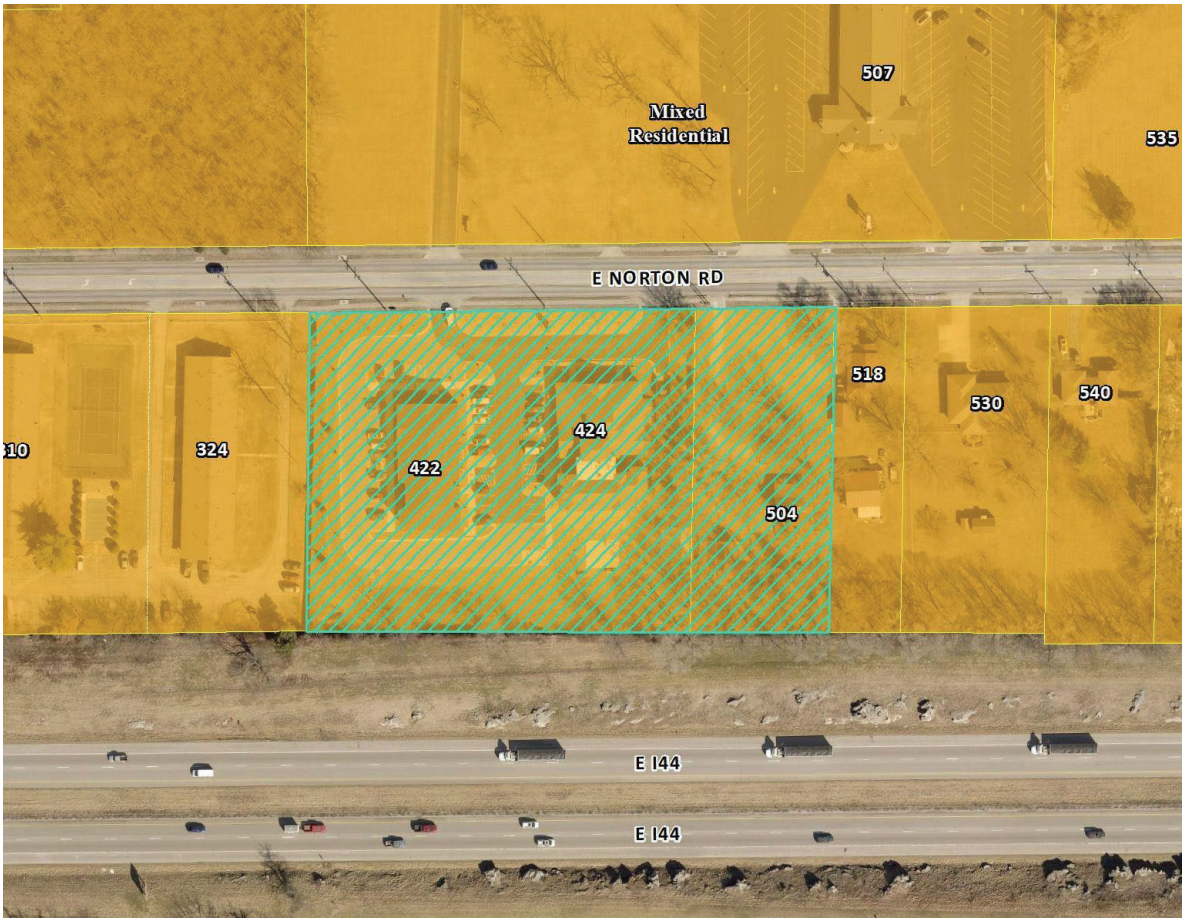
TRANSITIONS:

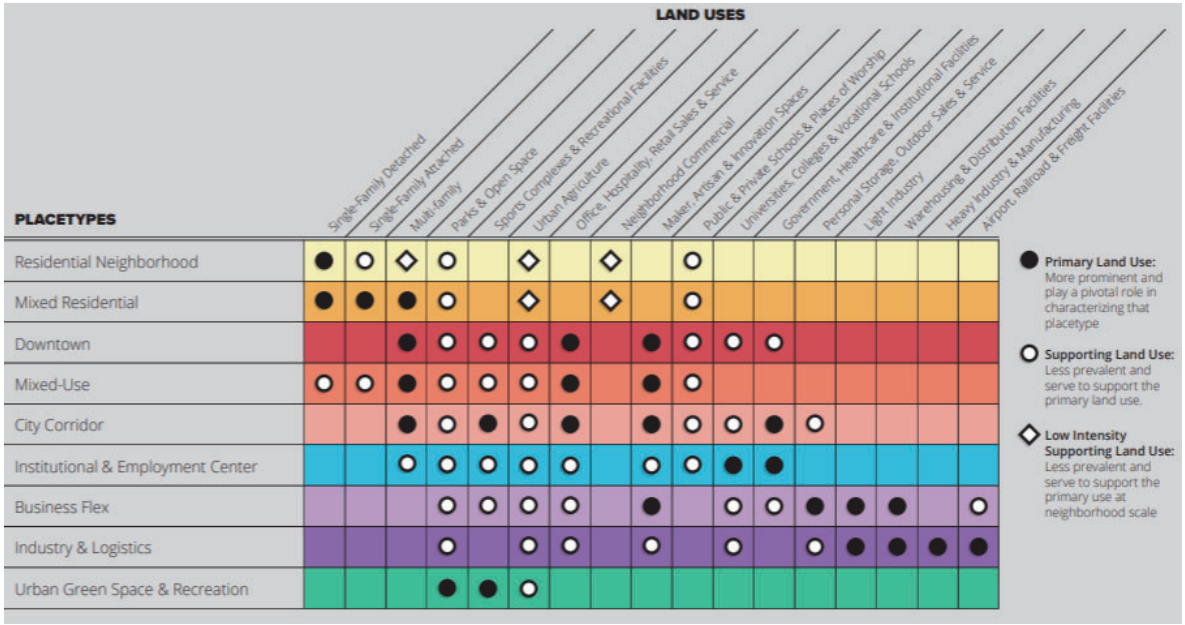
- Mixed Residential Placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options.
- Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education

facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.

- Higher density residential is sufficiently screened and buffered from lower density uses.

FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF, R-LD	N/A	R-SF	R-HD
LAND USE	Place of worship, Assisted living community	N/A	Single-family dwelling	Multifamily dwellings
PLACETYPES	Mixed Residential	N/A	Mixed Residential	Mixed Residential

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lleu for Flood Control	Fee in Lieu for Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
1525 N Campbell Ave	Pea Ridge Creek	No	No	No	No	No

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

DETENTION AND DISCHARGE REQUIREMENTS
1. Detention for flood control is required. Site plan submitted for Flood Control provided in a Dry Detention 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.

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Norton Road	Secondary Arterial	City	35	30	9,230	No	Yes	Yes

ACCESS - All access to the development shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are two (2) bus stops on Norton Road near the property.

IMPROVEMENTS - No improvements are required for this conditional use permit. A traffic study is not required for this conditional use permit.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested this Conditional Use Permit for an expansion of the existing transitional service shelter to include a donation drop-off center. The donation drop-off center would largely mimic an office, with a small warehouse/storage space proposed for the storage of goods donated to the shelter and its residents as they transition into independent living.

2. A site plan has been provided (Attachment 3) depicting the proposed expansion of this development. Note that the applicant has proposed a few off-street parking stalls more than the minimum required by Code. In addition, a 20-foot-wide bufferyard C will be installed along the east property line, which will include a new six-foot wood privacy fence despite not being required by Code. This fence will act as a form of screening for the proposed parking stalls, which will face the east property line. The applicant has located a screened trash enclosure to the south end of the site, away from public right-of-way and adjacent properties.

3. The site plan includes a future building addition to the donation drop-off center which will not exceed 3, 450 square feet.

4. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed Residential Placetype as outlined on page five, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Residential Placetype and based on the development's compliance with the standards of approval below (Attachment 2).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use,
2. Recommend approval of the proposed conditional use, or
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 480

1. The transitional service shelter and associated donation drop-off center shall comply with all the standards listed in Attachment 2.

2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Attachment 4 and 5. A building addition to the donation drop-off center shall be allowed and not to exceed 3, 450 square feet.

3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

ATTACHMENT 2
STANDARDS FOR CONDITIONAL USE PERMIT NO. 480

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's response:**	**Staff's response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield *Comprehensive Plan.*	We see no deviations from the adopted policies of the Springfield *Comprehensive Plan.*	Staff has concluded that the proposed conditional use within the requested R-MD district is in general alignment with the *Comprehensive Plan's* Mixed Residential Placetype designation.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The donation center and associated office space should not add any significant traffic to the existing area. It will be providing support services for their adjacent development.	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the motoring public or of pedestrians using the facility or within the immediate surroundings of the proposal. As part of Traffic's requirements for this proposal, the donation drop-off center must take access from E. Norton Road utilizing the existing access drive located at 422 and 424 E. Norton Road.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	All required fire safety control measures will be in place.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns regarding fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	It is planned for all drainage to flow into the existing detention facilities located at 422 and 424 E. Norton Road.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above. Per these comments, and depending on the combination of these lots, detention must either be provided on 504 E. Norton Road or runoff must flow to the existing detention located at 422 and 424 E. Norton Road.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	There should not be any additional excessive noises coming from this development. All activities are planned to occur during normal operating times.	Staff does not have any concerns pertaining to the anticipated noise levels associated with the future donation drop-off center, which will largely mirror the noise level associated with an office.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	On-site lighting will be designed to meet the existing City requirements.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting, which will limit the spillover of light along the eastern property line of 504 E. Norton Road due to the adjacent residential zoning/land use. In addition, any future parking stalls which face the east property line will be screened by the proposed six-foot wood privacy fence to be installed as part of the required bufferyard along this property line.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	Any new signage, lighting, or other site improvements will be designed to not increase or hamper traffic flows into and around the property.	City staff does not have any concerns regarding future signage at this location currently. Per the site plan provided in Attachment 3, no new detached signage has been identified at this time. All future signage must

		comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	Any new signage will not affect adjacent properties.	Echoing our response to standard (7), all future signage must comply with the requirements and limitations of Section 36-454, Signs.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	There should be minimal traffic flow and as such, the existing roads should be adequate.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area; however, Traffic has noted that E. Norton Road's right-of-way width is deficient in this area by approximately five feet.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	We do not see that this development will have any adverse effect on the adjacent properties. This property will provide a supportive use for the adjacent property that is owned by the current landowner.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. E. Norton Road is a Secondary Arterial roadway, and the subject properties are not located in a traditional residential neighborhood. Where this property abuts single-family zoning to the east, a bufferyard, with privacy screening, will be required to be installed.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining	504 E. Norton Road and the adjacent site the west, 422 and 424 E. Norton Road, are under the same landownership; the expansion of facilities into 504 E. Norton Road will provide a supportive function to the adjacent property. The existing six-foot privacy fence will be	Any future construction on 504 E. Norton Road must meet the requirements and limitations of Section 36-383, R-MD, Medium-density multifamily residential district, which will limit the maximum height of the structure based on the side yard setback provided and will require that at least 20% of the total lot

whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	extended along the south property line and along the east property line. Per the City's regulations, a 20-foot-wide landscaped bufferyard will be installed along the east property line.	area be maintained as open space. In addition, due to the adjacent R-SF district to the east, a bufferyard C, at least 15 feet wide and including one (1) canopy tree, two (2) understory trees, two (2) evergreen trees, and ten (10) shrubs every 100 feet, must be installed along the entirety of the east property line.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The development will maintain as much of the existing vegetation and grades as possible, in particular along the south and east property lines.	This site lacks significant natural topographic or physical features. As indicated by the applicant, efforts shall be made to preserve existing vegetation where such vegetation is best preserved due to the adjacent R-SF district to the east.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The property currently has a vacant home on it with some debris. This project will clean up the existing site and should have a positive impact on the adjacent properties.	This site does not contain any significant natural, scenic, or historic features aside from the vegetation, which the developer intends to preserve to the greatest extent feasible.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed development will meet the City's zoning requirements as well as the current Building Codes adopted by the City.	504 E. Norton Road will meet the minimum lot size requirements for the R-MD district. All other regulations noted within the standard will be enforced as part of the building permit review process, which would occur following the approval of a Conditional Use Permit.
15. The proposed conditional use at the	The project location is next to the owner's transitional	As stated by the applicant, this Conditional Use Permit serves to

specified location will contribute to or promote the welfare or convenience of the public.	housing project and will provide a place for the tenants to obtain needed items as they transition out into their own living quarters.	expand upon the services provided by Good Samaritan Boys Ranch at 422 and 424 E. Norton Road.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	Off-street parking will be provided and screened as required by the Zoning Ordinance.	All off-street parking and loading areas will be reviewed for compliance with the relevant Sections of the Zoning Ordinance during the building permit review process.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	This development will share the existing entrance drive with the adjacent transitional housing project.	As indicated by the applicant and required by Public Works – Traffic, the expansion at 504 E. Norton Road will be required to take access to E. Norton Road through the existing access point located at 422 and 424 E. Norton Road.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	By sharing the existing entrance drive with the adjacent property, there should be no additional traffic hazards nor hazards to pedestrians.	Echoing the statement by the applicant, staff does not anticipate the creation of traffic or pedestrian hazards because of the approval of this Conditional Use Permit.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The project is kept out of all known easements, roadways, rail lines, utilities, and public/private rights-of-way.	There is not any known interference with any public rights-of-way or easements.

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The existing vacant single-family home has been razed to make room for this development.	This Conditional Use Permit will not involve the conversion of existing structures
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	This project will be served by essential public services in the same manner as their adjacent property.	All property involved in this project are already served by the essential public facilities and services necessary to support such a development.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Good Samaritan Boys Ranch
2. Meeting Date & Time: March 12th from 4 - 6:30pm
3. Meeting Location: 504 E. Norton Rd.
4. Number of invitations that were sent: 19
5. How was the mailing list generated: GIS radius mapping per 185 ft and 500 ft.
6. Number of neighbors in attendance (attach a sign-in sheet): _____
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   N/A

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

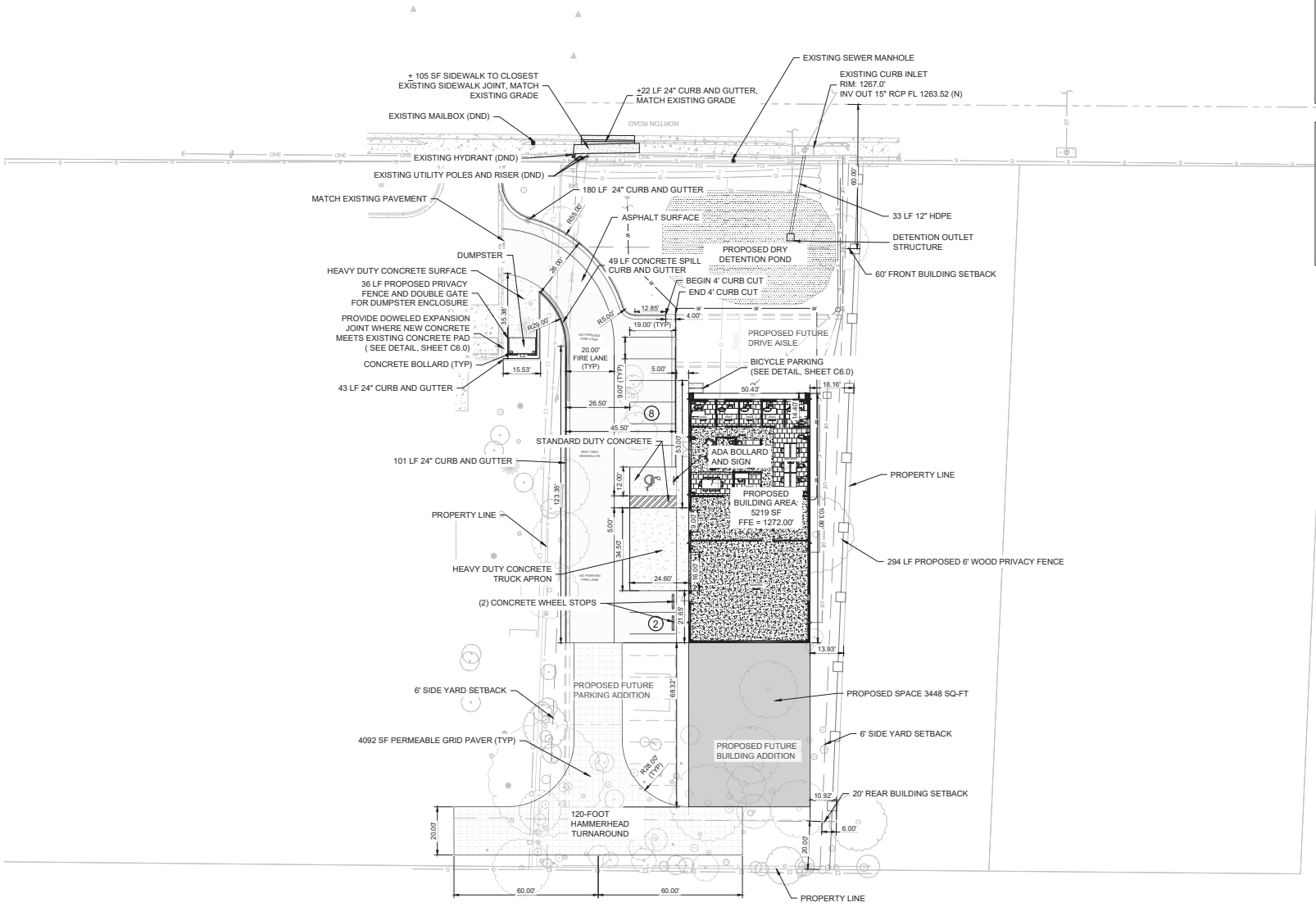
   N/A

I, Jamie Speaks (*print name)*, attest that the neighborhood meeting was held on March 18th, 2025 (*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

Jamie Speaks

Printed name of person completing affidavit



NOTE:
APPARATUS ACCESS LANE SHALL BE A MARKED PATH WITH 4" RED PAINT STRIPING ON BOTH SIDES, WITH 12" LETTERS. THE WORDS "NO PARKING FIRE LANE" ARE TO BE STENCILED IN THE CENTER OF THE FIRE LANE (PERPENDICULAR TO TRAFFIC FLOW & IN ALTERNATING DIRECTION) EVERY 50 OR 100 FEET IF THE FIRE LANE EXTENDS MORE THAN 400 FEET AWAY FROM THE BUILDING ALONG THE ENTIRE LANE. IF CURB IS PRESENT, THE CURB SHOULD BE PAINTED RED IN PLACE OF THE STRIPING.

PARKING CALCULATIONS:

OFFICE SPACE: 1925 S.F.
SPRINGFIELD CODE: 1 SPACE/350 SF
TOTAL COUNT: 1925/350 =5.5 SPACES (ROUND UP TO 6 SPACES)

WAREHOUSE: 1 EMPLOYEE
SPRINGFIELD CODE: 1 SPACE/1 EMPLOYEE + 1 EXTRA SPACE
TOTAL COUNT: 1 EMPLOYEE + 1 SPACE = 2 SPACES

TOTAL PARKING SPACES REQUIRED: 8
TOTAL PARKING SPACES PROVIDED: 9 + 1 ADA

EXCAVATION PERMIT IS REQURED FOR ANY CONSTRUCTION IN THE CITY RIGHT-OF-WAY. ZACH BUTCHER IS THE PUBLIC WORKS COORDINATOR FOR EXCAVATION PERMITS.
(417) 864-1994
ZBUTCHER@SPRINGFIELDMO.GOV

MISSOURI 811

No.	Revision/Issue	Date

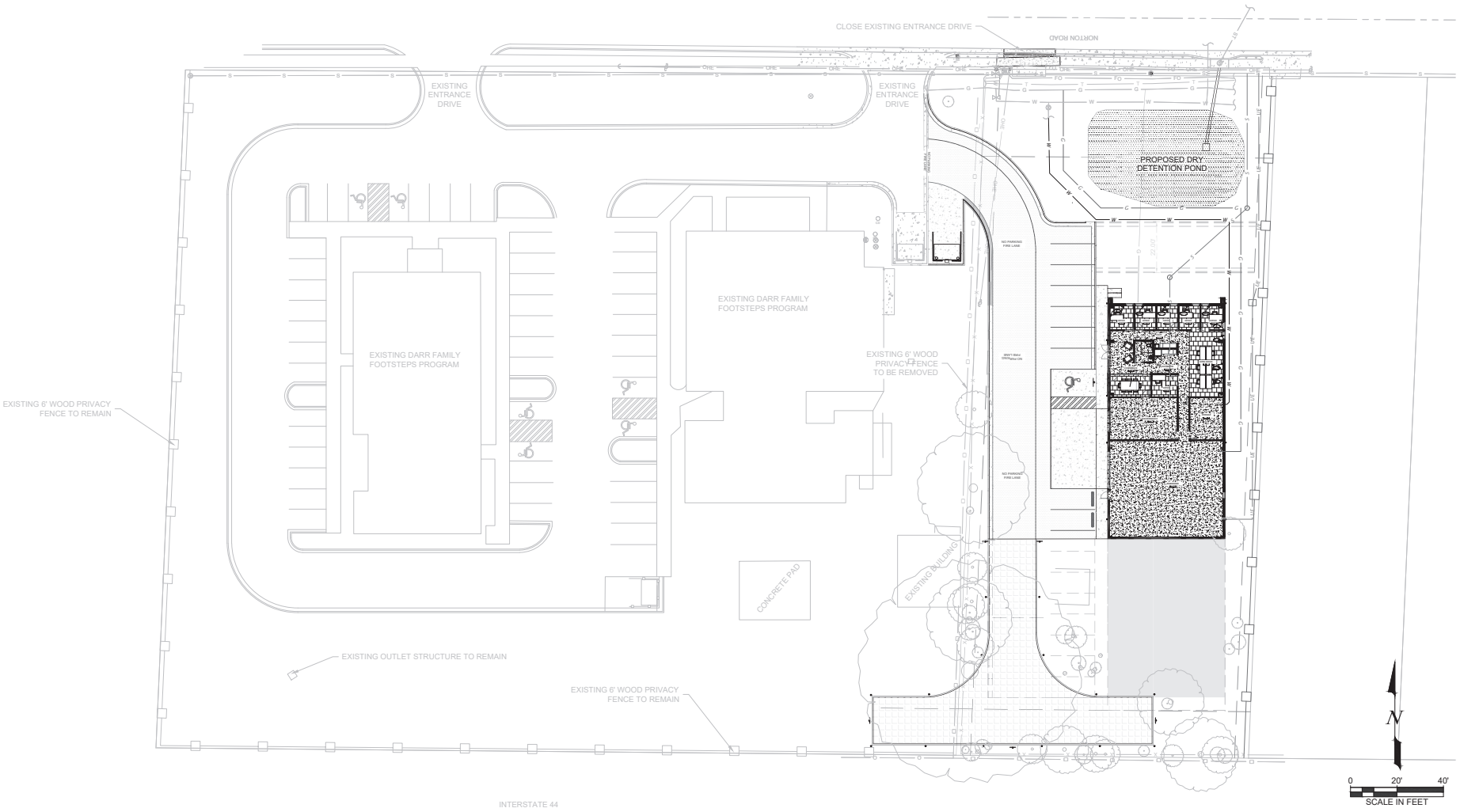
STATE OF MISSOURI
DAVID A. LUNDSTROM
NUMBER
PE-2005001017
PROFESSIONAL ENGINEER
02/21/2025
DAVID A. LUNDSTROM - ENGINEER
MO# PE-2005001017

GRE GREAT RIVER ENGINEERING
Missouri State Certificate of Authority Numbers: Engineering: 2005016885, Land Surveying: 2005016916, Landscape Architecture: 2005016913

GOOD SAMARITANS BOY'S RANCH
SPRINGFIELD, GREENE COUNTY, MISSOURI
SITE DEVELOPMENT PLANS
DIMENSIONAL SITE PLAN

DATE: 2/21/2025
JOB NUMBER: 5454
SHEET
C3.0

Z:\Shared\Projects\5454 - Kinetic Design + Development - GSBR - Norton Road Campus\9) Drawings\Plan Set\Plan Sheets\5454 SITE PLAN.dwg PLOT DATE: 2/21/2025 11:59:32 AM LAST SAVE: 2/21/2025 11:58:15 AM



No.	Revision/Issue	Date

STATE OF MISSOURI
DAVID A. LUNDSTROM
PE-2005001017
PROFESSIONAL ENGINEER
04/02/2025

DAVID A. LUNDSTROM - ENGINEER
MO# PE-2005001017

GRE GREAT RIVER ENGINEERING

Missouri State Certificate of Authority Numbers: Engineering: 2005005885, Land Surveying: 2005001874, Landscape Architecture: 2005018873

GOOD SAMARITANS BOY'S RANCH
SPRINGFIELD, GREENE COUNTY, MISSOURI

SITE DEVELOPMENT PLANS
OVERALL SITE PLAN

DATE: 4/2/2025
JOB NUMBER: 5454
SHEET
C3.0

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EXPLANATION TO COUNCIL BILL 2025-095 (JENSON)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which is generally located at 525 South Campbell Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager, or designee, to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan.

PURPOSE: To approve the Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which is generally located at 525 South Campbell Avenue; declare the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorize certain tax abatement within the plan area; and authorize the City Manager to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan.

BACKGROUND INFORMATION: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority (LCRA) Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the LCRA may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared to be a blighted area.

Pinnacle on the Park, LP (Applicant) has filed a blight report and redevelopment plan for the Pinnacle on the Park Redevelopment Area. The Area consists of a single 1.93-acre parcel of land that is zoned CC, Center City District, and is bounded by West Elm Street to the north, West Mount Vernon Street to the south, South Campbell Avenue to the east, and South Market Avenue to the west. The Area includes the Stillwell Columns Apartments, a 9-story, 142-unit public housing development constructed in 1982 to provide safe and decent housing for eligible low-income tenants.

The Housing Authority of Springfield has owned and operated the apartments since their construction. However, like many older public housing developments throughout the country, the Stillwell Columns Apartments are in need of extensive rehabilitation to address a backlog of deferred maintenance needs that have compounded over the years. To address those needs, the Housing Authority has partnered with the Applicant to enroll the Stillwell Columns Apartments into the US Department of Housing and

Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. Under this program, Pinnacle on the Park, LP plans to leverage over $31M of public and private investment into acquiring and rehabilitating the apartments. After completion, the apartment units will continue to provide safe and decent housing to low-income tenants in perpetuity through HUD's Section 8 Housing Choice Voucher Program.

Passage of this Ordinance will declare the Redevelopment Area a blighted area, approve the Redevelopment Plan for the Redevelopment Area, and authorize an agreement between the City and the Applicant regarding the implementation of the Redevelopment Plan and the provision of real property tax abatement.

Blight Report

Sections 99.320(3) and 99.805(1), RSMo define a blighted area as:

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

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes. The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic or social liability and a menace to the public health, safety, and welfare.

Redevelopment Plan

The Redevelopment Plan proposes to completely rehabilitate the apartments, including all 142 dwelling units, common spaces, the building exterior, and grounds. Upon completion, the apartments will be renamed the Pinnacle on the Park Apartments.

Conformance with the *Forward SGF Comprehensive Plan*

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole (i.e., the Forward SGF Comprehensive Plan). The Redevelopment Plan conforms with the Forward SGF Comprehensive Plan in the following ways:

- Aligns with the Downtown Placetype: The Redevelopment Area is located within the Downtown Placetype, which is intended to serve as the primary activity center of Springfield, accommodating a diverse mix of uses, including multi-family residential. The presence of a 142-unit housing development supports the

goal of creating a vibrant and active downtown area by promoting increased residential density.

- Supports Housing Goals: The Forward SGF plan emphasizes the need for providing quality, attainable housing opportunities for people of all backgrounds and stages of life. Rehabilitating an existing affordable housing development directly aligns with this goal by preserving and improving much-needed affordable units in a central location.
- Promotes Neighborhood Revitalization: A key objective of the Forward SGF plan focuses on neighborhood revitalization through reinvestment in existing housing. The Redevelopment Plan supports this objective by rehabilitating and improving an apartment building that has been located within the West Central Neighborhood for more than 40 years, thus improving overall housing quality and potentially spurring additional neighborhood reinvestment.
- Enhances Quality of Place: An overarching guiding principle of Forward SGF is improving "Quality of Place," partly defined by the built environment and amenity-rich neighborhoods. Reinvesting in existing housing stock contributes to this principle by maintaining and improving housing and supporting neighborhood stability. Providing and maintaining affordable housing options in a well-located area, especially when coupled with improvements to the building and site, contributes directly to the health and well-being of residents and the overall vibrancy of Downtown and the surrounding neighborhood.

Workable Program

As per the Workable Program, the Redevelopment Plan may qualify for partial real property tax abatement pursuant to the LCRA Law if it meets the but-for test. In other words, the Plan must demonstrate that the proposed redevelopment would either not occur or would not be financially feasible but for receiving such abatement. The Redevelopment Area is currently tax-exempt, and the Greene County Assessor's Office has indicated the Redevelopment Area will remain tax-exempt upon completion of the rehabilitation. Therefore, no abatement of real property taxes is anticipated. In this case, the 'but-for' condition is met because the project's investors require assurances that real property tax abatement will be available should it be assessed as taxable real property. Without such assurances, the Applicant is unable to secure the capital necessary to complete the project.

REMARKS: The Land Clearance for Redevelopment Authority reviewed the Blight Report and the Redevelopment Plan on April 1, 2025, and voted 3-0 to recommend the Redevelopment Area be declared a blighted area and the Plan be approved.

The Planning and Zoning Commission reviewed the Redevelopment Plan on April 10, 2025, and voted 7-0 to recommend the Plan be approved based on findings that the Plan conforms with the *Forward SGF Comprehensive Plan*.

Submitted By: Matthew Schaefer, Senior City Planner

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

Attachments:
1. Pinnacle on the Park Redevelopment Plan
2. Pinnacle on the Park Redevelopment Plan_exh1
3. Pinnacle on the Park Redevelopment Plan_exh2

One-rdg. _____
P. Hrngs. X
Pgs. 157
Filed: 04-29-25

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-095 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which is generally located at 525 South Campbell Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager, or designee, to execute an agreement with the applicant relating to the implementation of the Redevelopment Plan.

WHEREAS, the Land Clearance for Redevelopment Authority ("LCRA") Law, sections 99.300-99.715, RSMo., provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas, including real property tax abatement on the assessed value of new construction or rehabilitation for 10 years; and

WHEREAS, pursuant to the LCRA Law, Pinnacle on the Park, LP ("Applicant"), has filed a blight report and Redevelopment Plan for the Pinnacle on the Park Redevelopment Area, which consists of approximately 1.93 acres situated on a single parcel generally bounded by West Elm Street to the north, West Mount Vernon Street to the south, South Campbell Avenue to the east, and South Market Avenue to the west; and

WHEREAS, the Redevelopment Area is owned by the Housing Authority of Springfield and includes the Stillwell Columns Apartments, a 9-story, 142-unit public housing development constructed in 1982; and

WHEREAS, the Stillwell Columns Apartments are in need of extensive rehabilitation to address a backlog of deference maintenance needs, totaling approximately $31 million, with the goal of continuing to provide safe housing to low-income tenants through the Department of Housing and Urban Development's Section 8 Choice Voucher Program; and

WHEREAS, notice has been given to all entities required by Section 40-13(d) of the Springfield City Code, including property owners, registered neighborhood organizations, and political subdivisions; and

WHEREAS, the LCRA reviewed the blight report, attached hereto and incorporated herein as “Exhibit 1,” at a public meeting on April 1, 2025, and recommended declaring the Pinnacle on the Park Redevelopment Area a blighted area by a vote of 3 to 0; and

WHEREAS, the Planning and Zoning Commission reviewed the Pinnacle on the Park Redevelopment Plan, attached hereto and incorporated herein as “Exhibit 2,” at a public meeting on April 10, 2025, and recommended approval of the Pinnacle on the Park Redevelopment Plan by a vote of 7 to 0; and

WHEREAS, City Council held a public hearing on May 5, 2025, and all interested parties, including affected political subdivisions, were given the opportunity to be heard on such request.

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

Section 1 – The Pinnacle on the Park Redevelopment Plan for the redevelopment of the area generally located at 525 South Campbell Avenue in Springfield, Missouri, attached hereto and incorporated herein by this reference as “Exhibit 1,” is hereby approved.

Section 2 – City Council finds and declares that the area described in Pinnacle on the Park Redevelopment Plan, which is more particularly described in “Exhibit A of Exhibit 1” and “Exhibit B of Exhibit 1” (“Redevelopment Area”) is a blighted area as defined by Sections 99.320(3) and 99.805(1), RSMo., and the redevelopment thereof is necessary for public convenience and necessity; and that approval of the Redevelopment Plan and construction of the redevelopment project described therein are necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare.

Section 3 – Pursuant to Chapter 40, Article II of the Springfield City Code, real property located within the boundaries of the Redevelopment Area and owned or acquired by the Applicant shall not be subject to assessment or payment of general ad valorem taxes for a period of ten (10) years, except to the extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the assessor of Greene County, in which such property is located, for taxes due and payable thereon during the calendar year preceding the calendar year during which the Applicant began rehabilitation, provided that such abatement shall continue only so long as the property is used in accordance with the Redevelopment Plan and Redevelopment Agreement approved herein.

Section 4 – The City Manager, or designee, shall take all steps necessary to inform the Greene County Assessor of the granting of such and the passage of this Ordinance.

Section 5 – The City Manager, or designee, is further authorized to enter into a Redevelopment Agreement with the Applicant, in a form to be approved by the City Attorney. In the event of any conflicts or differences between the provisions of the Redevelopment Plan and the Redevelopment Agreement, the Redevelopment Agreement shall govern, and the Redevelopment Plan shall be deemed to be amended accordingly.

Section 6 – The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed to be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sybey, Interim City Manager

EXHIBIT 1

Blight Report

Stillwell Columns Redevelopment

I. General

The Land Clearance for Redevelopment Authority Law is outlined in Section 99.330 through 99.660 of the Missouri Revised Statutes and was enacted in 1951 to help local municipalities eradicate "blighted areas" in the community and to encourage rehabilitation and redevelopment of those areas by private enterprise. Through the LCRA law, municipalities and private citizens can work together to achieve the goal of fostering economic opportunities and improving property values in cities throughout Missouri.

The LCRA Law defines "blighted area" as an area which, by reason of predominance, of (1) defective or inadequate street layout, (2) insanitary or unsafe conditions, (3) deterioration of site improvements, or (4) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, (a) hinders the provision of housing accommodations, (b) constitutes an economic or social liability, or (c) constitutes a menace to the public health, safety, morals, or welfare in its present condition and use. Missouri courts have determined that a finding of blight is proper where, when considering an area in its present condition and use, the first five factors listed in the first half of Section 99.320(3) above, whether individually or in combination, produce one of the circumstances named in the second half of this Section.

A. Introduction:

This Blight Report is for the Stillwell Columns Redevelopment Area (this "***Blight Report***") is being submitted by KDC, LLC, a Mississippi limited liability company (such entity, or its successor and assigns, is referred to as the "***Developer***"), to demonstrate that the Redevelopment Area (as defined below) should be declared blighted according to the LCRA Law. This Blight Report will demonstrate (i) that the Redevelopment Area is a "blighted area" under the LCRA Law due to the predominance of (1) deterioration of site improvements, (2) unsanitary and unsafe conditions, and (3) the existence of conditions which endanger life and property by fire and other causes, and (ii) because of the aforementioned conditions, the Redevelopment Area hinders the provision of housing accommodation, constitutes an economic and social liability, and is a menace to the public health, safety, morals, and welfare in its present condition and use. Importantly, the determination of blight focuses on whether the Redevelopment Area, as a whole (and not individual lots), suffers from a predominance of the conditions.

B. Background:

The Developer shall remediate blight and redevelop the area per the Redevelopment Plan following this blight report.

The residential structure in the Redevelopment Area is a tower building on a square parcel of land bordered by South Campbell Avenue, West Mount Vernon Street, South Market Avenue, and West Elm Street. The residential structure is commonly and currently known as Stillwell Columns and is currently owned and operated by the Housing Authority of Springfield as public housing. The property will be converted under HUD's Rental Demonstration Program to affordable housing as part of the redevelopment plan. Since the property is owned and operated by the Housing Authority, it has remained habitable through public funds. These funds are limited and can only go so far. Through the RAD program, the partnership will enter a ground lease where the partnership will lease the land from the Housing Authority but own the improvements to the property. This Blight Report establishes a finding of blight and requests support for the Stillwell Columns Redevelopment Plan Area.

II. Redevelopment Area Description

The Redevelopment Area includes approximately 1.9348 acres. of real property located on S. Campbell Avenue in the City of Springfield, Missouri (the "***Redevelopment Area***"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit A and the Redevelopment Areas is legally described on Exhibit B attached hereto and incorporated herein. The proposed redevelopment area is located just outside the existing Chapter 99 Downtown Redevelopment area.

III. Evidence in Support of Blight

The LCRA Law provides municipalities with a tool to encourage the redevelopment of areas within a city by private developers, which facilitates the renewal of downtrodden portions of a city without necessitating excessive expenditures of public funds. The City of Springfield (the "City") has utilized this tool over the past few decades in blighting large tracts of property throughout the city. The proposed Redevelopment Area is just outside of the boundaries of the existing Chapter 99 Downtown Redevelopment Area.

The property within the Redevelopment Area, which is nearing the end of its economic life, is of comparable age and in similar condition to many of the blighted properties within these adjacent areas.

The key factors evidencing the Redevelopment Area as a "blighted area" under Section 99.805 of the Missouri Revised Statutes are discussed in detail below. Photographs demonstrating some of these factors are included in Exhibit E.

A. Deterioration of Site Improvements

In general, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing floor tiles or ceiling panels, or holes and cracks over limited areas. Deterioration not easily curable and unavailable during normal maintenance includes defects in primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roof, elevators, wiring etc. Secondary building components include doors, windows, frames, fascia materials, etc. Deterioration of sidewalks, parking areas, and other similar site improvements is evidenced by settled areas, gravel sections, cracks. Overgrowth, or depressed curb areas.

A Physical Needs Assessment completed by BBG Real Estates Services for the Stillwell Columns property reflected deterioration due to deferred maintenance. The Redevelopment Area has approximately $862,000 worth of repairs needed over the next twenty years. Rehabilitation costs to modernize and bring the property up to date is estimated to be $9,768,807. These costs are necessary to improve the property and the lives of its residents.

Stillwell Columns

Stillwell Columns is a nine-story tower building comprised of one hundred forty-two (142) residential units at 525 S. Campbell Avenue in Springfield. The asphalt pavement is uneven due to cracking and settling, resulting in a tripping hazard and needs immediate repair. The exterior walls of Stillwell Columns show deterioration, which requires repair and/or repainting as well as recaulking/repointing brick. Roofing systems also need attention, as well as exterior doors. The Redevelopment Area contains a preponderance of deterioration of site improvements, under LCRA Law's definition of a "blighted area."

B. Insanitary/Unsafe Conditions

In addition to the general physical deterioration discussed above, the Redevelopment Area is also afflicted with a variety of insanitary and unsafe conditions.

Several areas of the flooring in the building tested positive for asbestos, including public and private spaces causing unsafe conditions for the residents. The project plans to address these areas and they will be abed and removed or encapsulated as required by law.

There is evidence of water damage at Stillwell Columns along the entry ways. The dampness and moisture is evidenced by stains inside the Stillwell Columns tower. All sources of water intrusion should be identified and rectified.

The property has two passenger elevators servicing approximately 142 senior, handicap, and disabled families. The elevator is 22 years old and typical life cycle expectancy is 20-30 years, depending on usage and upkeep. Because of the population the elevators services, it gets more than normal usage and the residents rely heavily upon it on a daily basis. Many residents cannot utilize the stairway due to their physical limitations, so it is critical that the elevators always remain in top shape to meet the safety needs of the residents of the building. The current age of cars presents problems with obsolete components and extended downtime due to parts not being available as needed. Over the past years, the cars have required work around solutions to deal with obsolete components and manage down times to meet the needs of the resident families. Currently the elevator lacks some new modern safety code components such as the Rope Gripper device and must be either modernized or replaced to provide the highest safety service. Due to the age of the system and desire for long-term longevity, the project must replace both elevator cars with new equipment that will provide a safer riding experience for the residents of the building. This will also provide a safer working environment for the technicians and staff who provide a service for the equipment. The current service provider has indicated it is important that we upgrade or replace this equiment as soon as possible to ensure the safety of the families utilizing the equipment

As noted in the photos and Physical Needs Assessment report attached, many of the sidewalks and walkways have cracks and are uneven creating trip and fall hazards. Uneven surfaces on exterior and interior should be repaired. To become habitable, among other things, the Stillwell Columns will need to update/repair fire alarm systems, HVAC, plumbing, electrical, and kitchen appliances.

C. Conditions that Endanger Life or Property by Fire or other Causes

Endangerment by fire and other causes is typically due to structures below minimum code standards. Such code standards include building, property maintenance, fire, environmental or other governmental codes applicable to a particular property. The principal purpose of such codes is to require building to be constructed and maintained so that they will have the capacity to support the type of occupancy and necessary fire and similar hazard protection or to establish

the minimum standards essential for safe and sanitary use, occupation, and/or habitation. Updates to the ADA units including audio and visual ADA units, modernization of the elevator, and floor replacement are all items in the scope of work to provide safe affordable housing to the residents of Springfield.

IV. Impact of the Redevelopment Area's Blight Conditions:

Missouri law only requires that the current condition of a redevelopment area produce one (1) or the three (3) following circumstances for a finding of blight: 1) it hinders the provision of housing accommodations 2) it constitutes an economic or social liability, or 3) it is a menace to the public health, safety, morals, and welfare. However, the combination of blighting factors plaguing the Redevelopment Area creates all three (3) of these circumstances.

The Redevelopment Area is deteriorating, and many areas of development are reaching the end of their useful life. The building in the Redevelopment Area appraised for approximately $7,285,000 in 2019. The building in the Redevelopment Area is currently tax exempt and has a P.I.L.O.T Agreement. Based on the 2019 appraisal the building estimated taxes would range between $261.88 and $616.89 per unit under the new ownership. The building will remain a low-income housing development with restricted rents.

Exhibit A

Map Identifying the Redevelopment Area

1323148001 525 S CAMPBELL AVE, SPRINGFIELD

April 25, 2024

1:2,493

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

City of Springfield, Missouri GIS

Greene MO Assessment

Exhibit B

Legal Description

Stillwell Columns

Legal Description

Located at 525 S. Campbell Ave, Springfield, MO 65806: TRACT I:

BEGINNING AT THE SOUTHWEST CORNER OF CAMPBELL AVENUE AND ELM STREET.; THENCE WEST 317.0 FEET TO THE SOUTHEAST CORNER OF MARKET AVENUE AND ELM STREET.; THENCE SOUTH 318.25 FEET TO THE NORTHEAST CORNER OF MARKET AVENUE AND MT. VERNON STREET.; THENCE EAST 78.51 FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF MT. VERNON STREET ON A CURVE TO THE RIGHT OF RADIUS 274.11 FEET, A DISTANCE OF 119.59 FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE OF MT. VERNON STREET, ON A TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 35.3 FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE OF MT. VERNON STREET, ON A CURVE TO THE LEFT OF RADIUS 221.50 FEET, A DISTANCE OF 93.03 FEET TO THE NORTHWEST CORNER OF CAMPBELL AVENUE AND MT. VERNON STREET, AS NOW ESTABLISHED; THENCE NORTH 370.9 FEET TO THE POINT OF BEGINNING, A PORTION BEING ALL IN LOT 17, JOHN S. PHELPS ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. EXCEPT THAT PART TAKEN FOR MT. VERNON STREET.

Exhibit C

Map of the Chapter 99 Redevelopment Areas

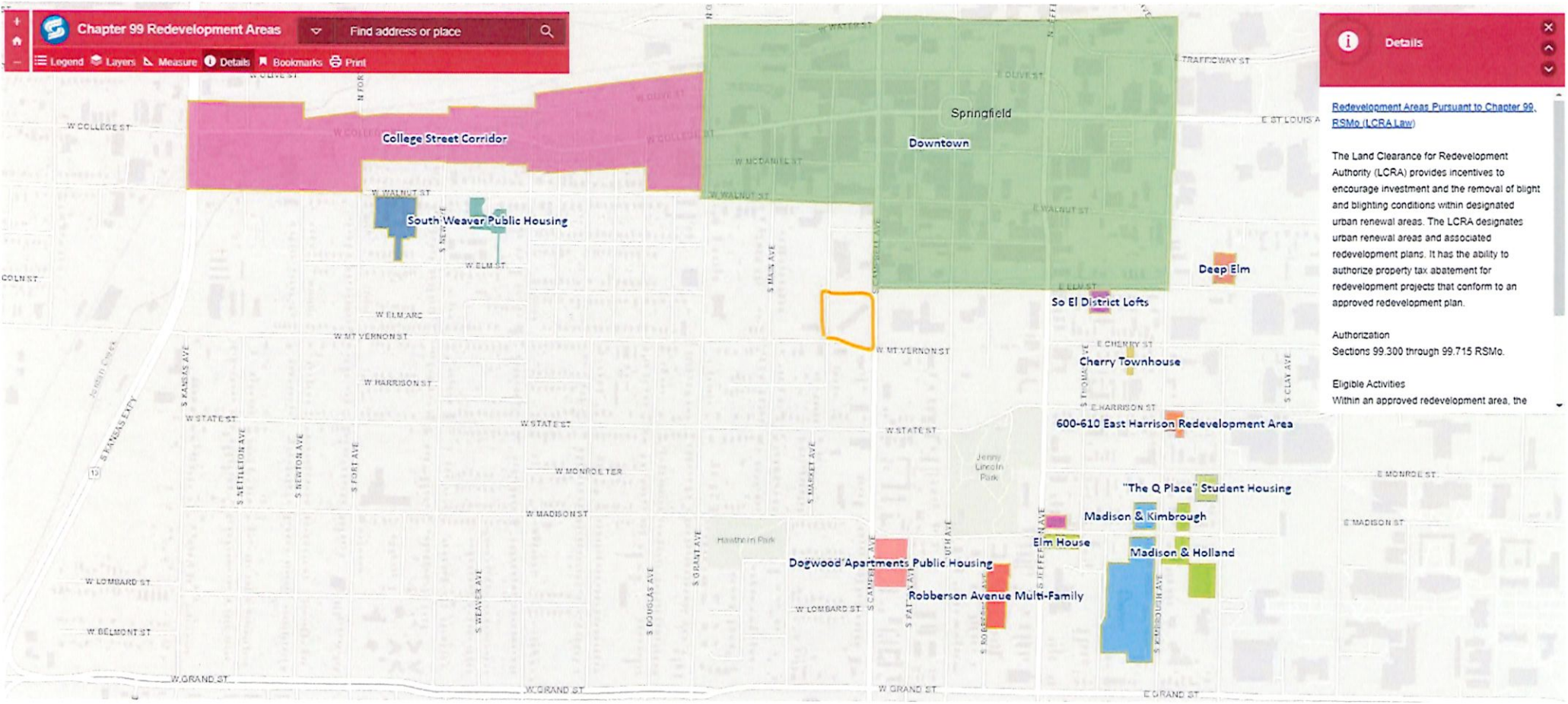

Chapter 99 Redevelopment Areas
Find address or place
Legend
Layers
Measure
Details
Bookmarks
Print
College Street Corridor
Springfield
Downtown
South Weaver Public Housing
Deep Elm
So El District Lofts
Cherry Townhouse
600-610 East Harrison Redevelopment Area
"The Q Place" Student Housing
Madison & Kimbrough
Madison & Holland
Elm House
Dogwood Apartments Public Housing
Robberson Avenue Multi-Family
Jenny Lincoln Park
Hawthorn Park
W COLLEGE ST
W WALNUT ST
W ELM ST
W MT VERNON ST
W HARRISON ST
W STATE ST
W MONROE TER
W MADISON ST
W LOMBARD ST
W BELMONT ST
W GRAND ST
E GRAND ST
E MONROE ST
E MADISON ST
E HARRISON ST
E CHERRY ST
E ELM ST
E WALNUT ST
E OLIVE ST
TRAFFICWAY ST
S KANSAS EXPY
S KANSAS AVE
S SETTLETON AVE
S NEWTON AVE
S FORT AVE
S WEAVER AVE
S DOUGLAS AVE
S GRANT AVE
S MARKET AVE
S CAMPBELL AVE
S PATTON AVE
S ROBERTSON AVE
S JEFFERSON AVE
S KIMBROUGH AVE
S CLAY AVE
Details
Redevelopment Areas Pursuant to Chapter 99, RSMo (LCRA Law)
The Land Clearance for Redevelopment Authority (LCRA) provides incentives to encourage investment and the removal of blight and blighting conditions within designated urban renewal areas. The LCRA designates urban renewal areas and associated redevelopment plans. It has the ability to authorize property tax abatement for redevelopment projects that conform to an approved redevelopment plan.
Authorization
Sections 99.300 through 99.715 RSMo.
Eligible Activities
Within an approved redevelopment area, the

Exhibit D

Downtown Community Impact District Map

C.I.D and T.D.D.

Community Improvement District

- Airport Plaza
- Brentwood N/S
- College Station
- Commercial Street
- Convention and Entertainment
- Cottle's Range
- Downtown Springfield
- Galloway
- Glenstone and Kearney
- Glenstone Marketplace
- James River Commons
- Kansas and Kearney
- Kay Point Place
- Northwest Area
- Ridge at Ward Farm
- SGF Sports
- Southern Hills
- Springfield Plaza
- The Shoppes at James River

Transportation Development District

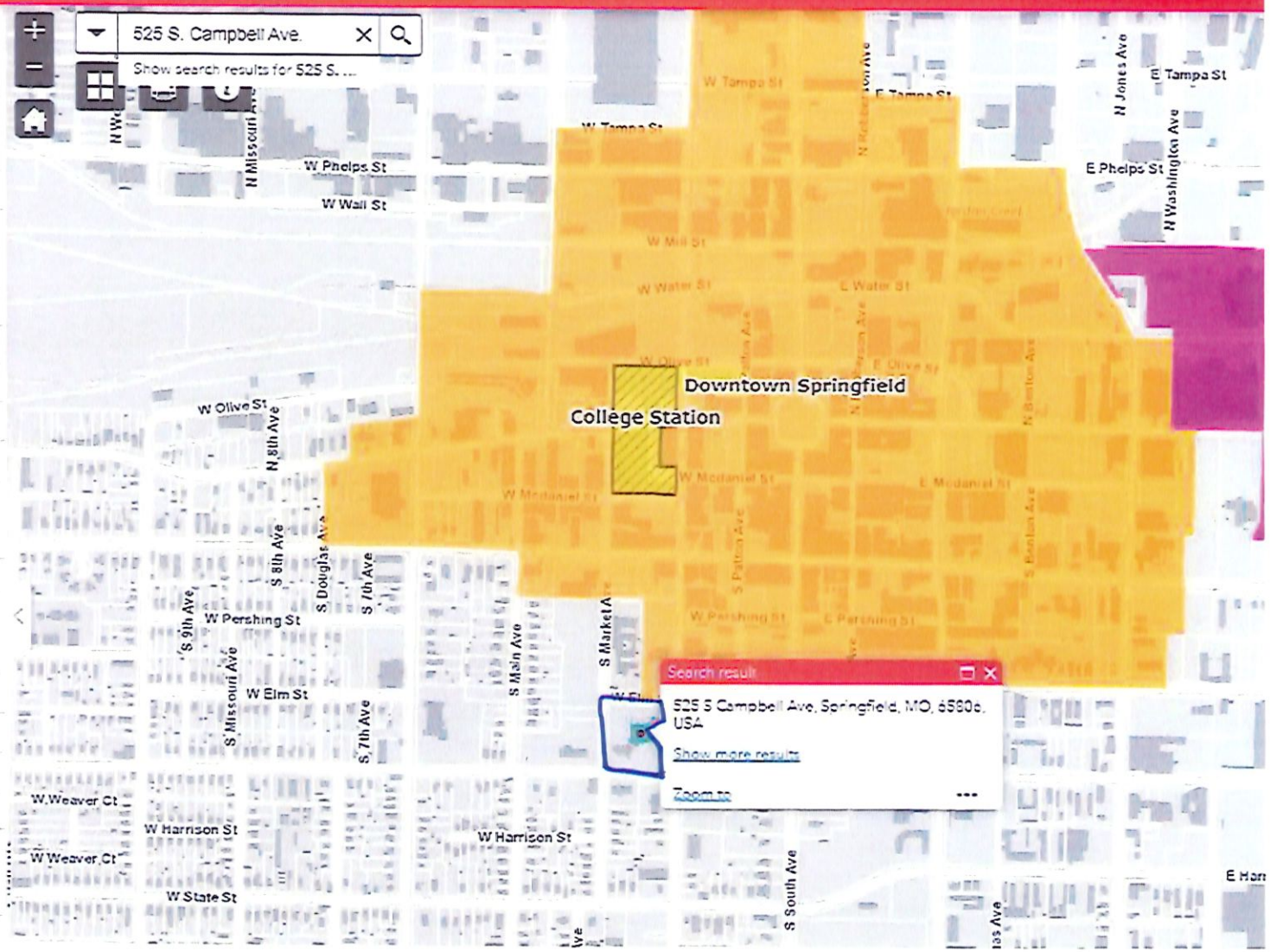
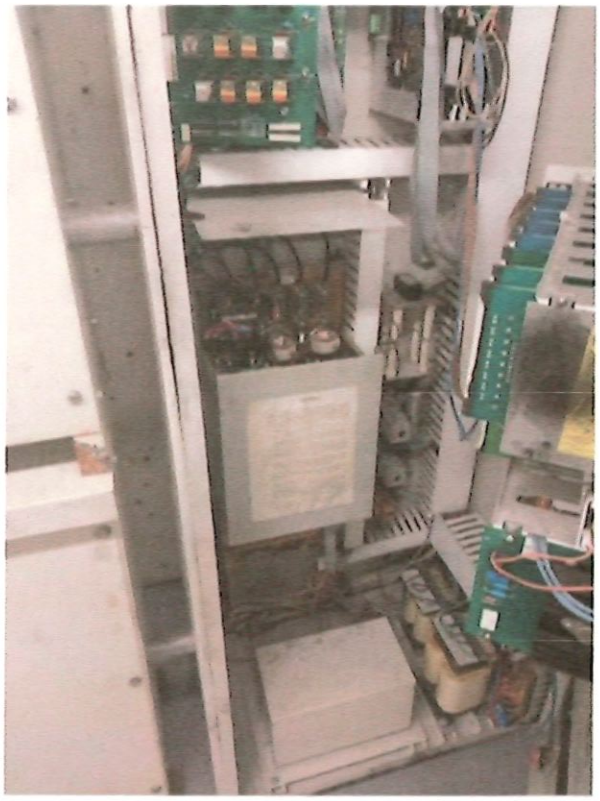


Exhibit E

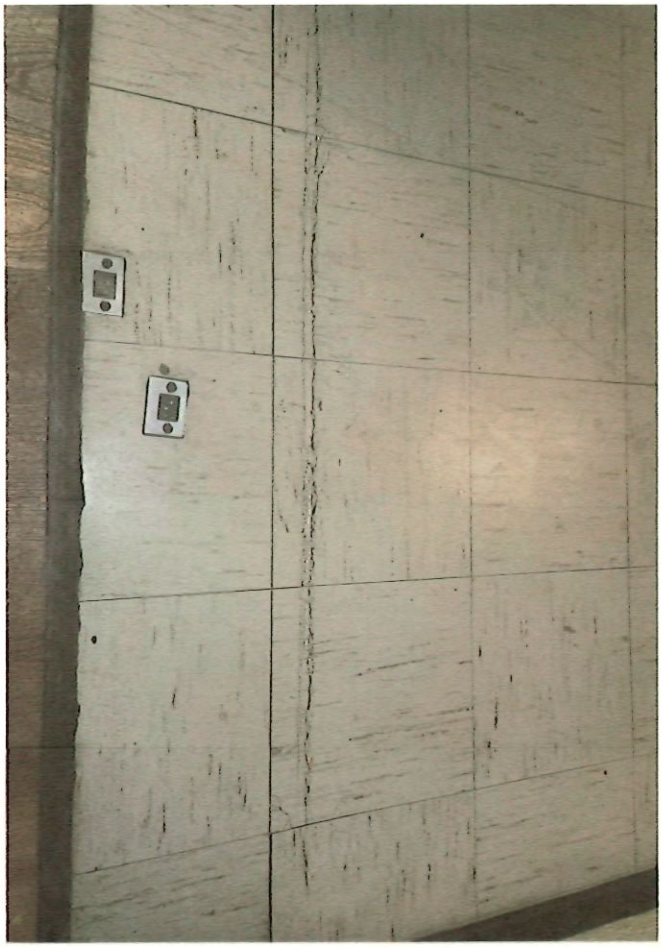
Photos of the Redevelopment

Interior replacement of flooring and side panels needed

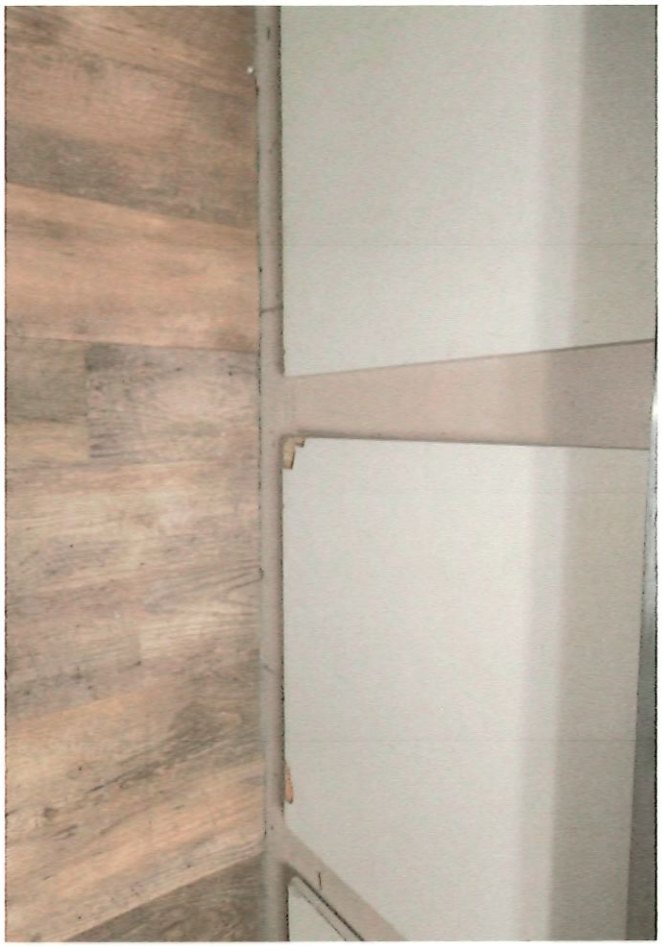
Elevator panel at Stilwell Columns



Several areas of the flooring in the building tested positive for asbestos, including public and private spaces. These areas will be abated and removed or encapsulated as required by law.



WARNING



1
2
3
4
5

Summary of Comments on Blight Photos_Stillwell Columsn.pdf

Page: 1

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:48:42 PM

East side of the roof of Stillwell Columns

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:49:07 PM

Elevator room with motors, cabinets, everything to do with the elevators except for the cars.

Number: 3 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:49:35 PM

Patch work on the roof

Number: 4 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:50:45 PM

Large patch work

Number: 5 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:50:04 PM

Stain from standing water- Roof is holding water.

1
2
3

Page: 2

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:50:53 PM

East side of the roof-

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:51:38 PM

Tar areas

Number: 3 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:51:21 PM

Another large patch job

1
2
3
4
5
6

Page: 3

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:51:49 PM

West side of the roof

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:52:35 PM

Stairwell

Number: 3 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:52:21 PM

Large patch job

Number: 4 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:53:01 PM

Stains from holding water

Number: 5 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:52:50 PM

Stain from holding water

Number: 6 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:52:07 PM

Stain due to holding water

1
2

Page: 4

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:53:31 PM

Air handler- controls common areas throughout the building

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:54:48 PM

Condensation water running from the air handler

1
2
3

Page: 5

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:54:55 PM

East side of the roof

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:55:07 PM

Standing water

Number: 3 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:55:32 PM

Stains from standing water

1
2

Page: 6

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:56:33 PM

damage due to leaks- flashing not installed correctly- roof is leaking

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:55:47 PM

Stairwell on the west side of the roof

1
2

Page: 7

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:56:44 PM

Dent in the awning

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:57:05 PM

damage due to leaks

1
2

Page: 8

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:57:28 PM

stairwell on the east side of the roof

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:57:46 PM

leaks inside of the building here

1
STILLWELL COLUMNS

Page: 9

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:58:14 PM

chimney for the fireplace- leaks
flashing is incorrectly installed

1

Page: 10

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:58:38 PM

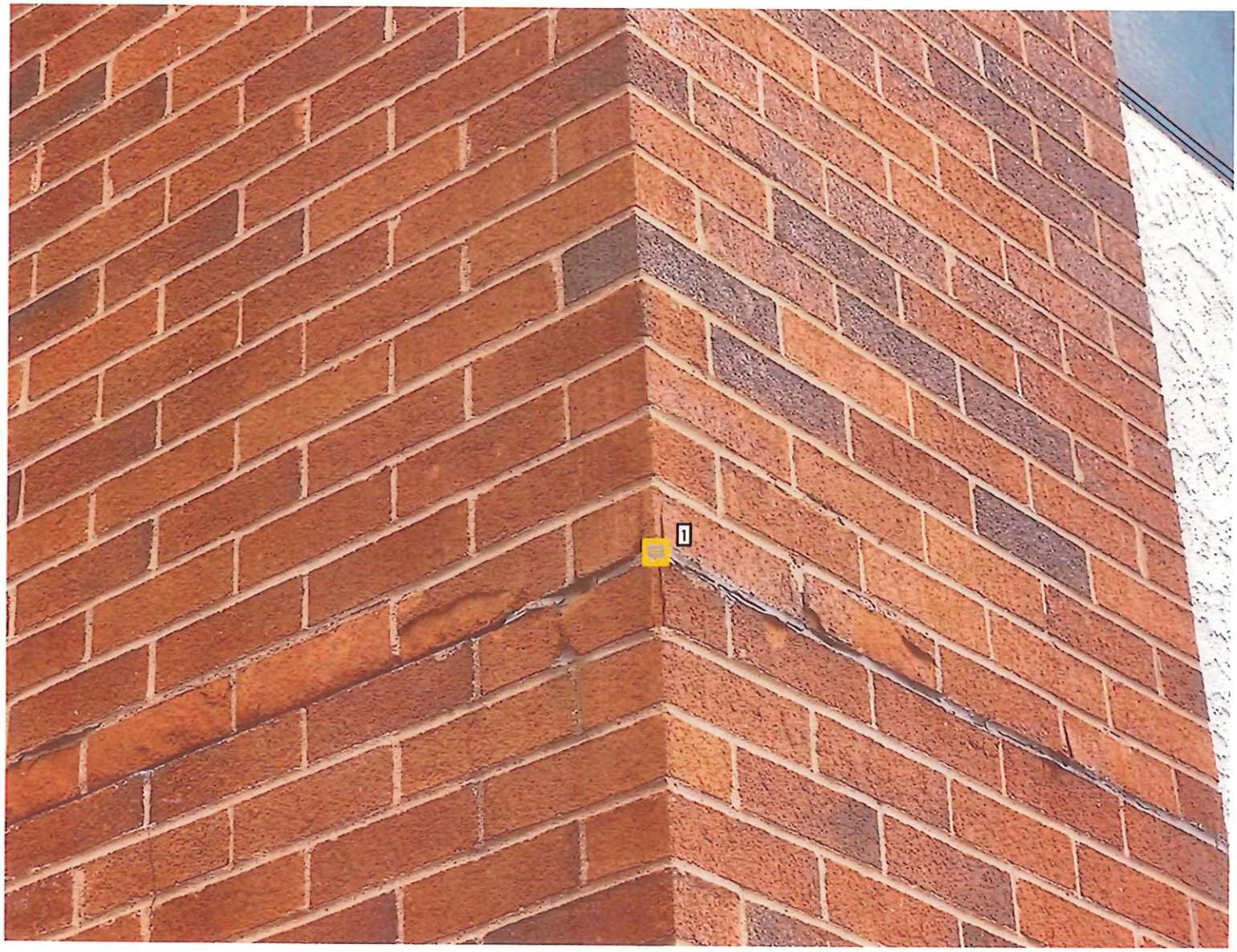
missing a piece of exterior wall brick- south exterior wall

1

Page: 11

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:58:56 PM

South exterior wall- deterioration of the bricks


1

Page: 12

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 3:59:22 PM

south exterior wall- deterioration of the bricks

1

Page: 13

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:00:02 PM

Decking is in rough shape- needs to be sanded and stained- needs a metal roof

1

Page: 14

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:01:26 PM

Overhang for the outer wall of the building (5th floor level) - 2x4 ft. wide- the bottom is falling off- this goes all the way up to the roof

1

Page: 15

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:02:16 PM

Another over hang on the south end of the building- missing the bottom plate

1
2

Page: 16

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:02:48 PM

Poor landscaping

Number: 2 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:03:25 PM

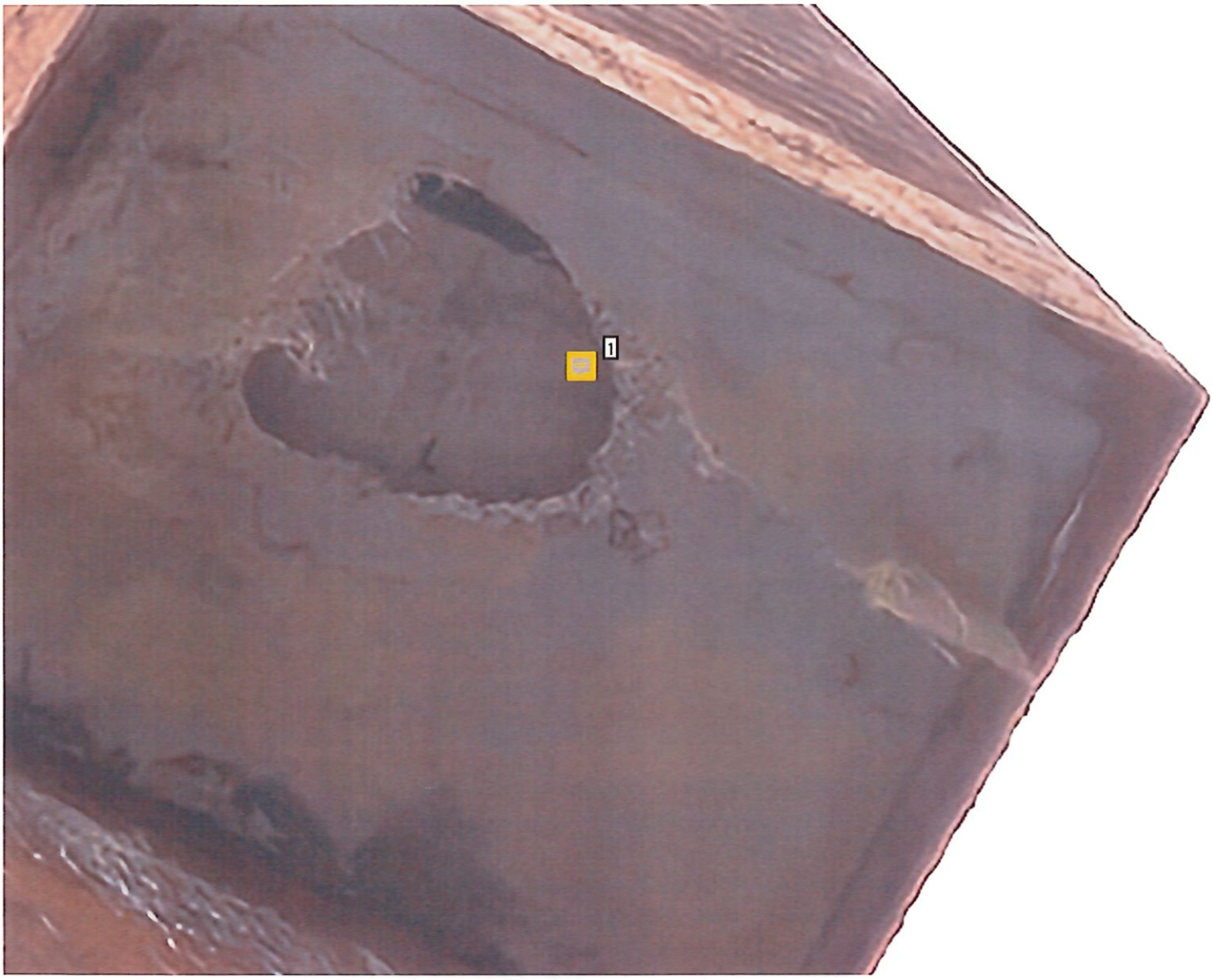
french ditch for the condensation to drain

1

Page: 17

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:03:46 PM

bottom of the overhang is busted and/or missing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Page: 18

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:04:04 PM

Same area as previous picture from a better angle

1

Page: 19

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:04:33 PM

Brick deterioration in the middle of the south wall

STILLWELL COLUMNS
525

Page: 20

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:04:58 PM

Chimney- leaks, flashing installed incorrectly

1

Page: 21

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:05:12 PM

Brick deterioration or busted

1
EXIT

Page: 22

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:05:48 PM

Damaged tile- 9th floor due to leak from the air handler on the roof

1

Page: 23

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:06:18 PM

damage due to leak from a slanted shingle roof on the south east end of the building

1

Page: 24

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:06:34 PM

damage from a leak on the north east end of a slanted roof

1

Page: 25

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:06:55 PM

Damage from roof leak on the north end of the building

1

Page: 26

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:07:20 PM

East side stairwell-9th floor- leak

1

Page: 27

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:07:44 PM

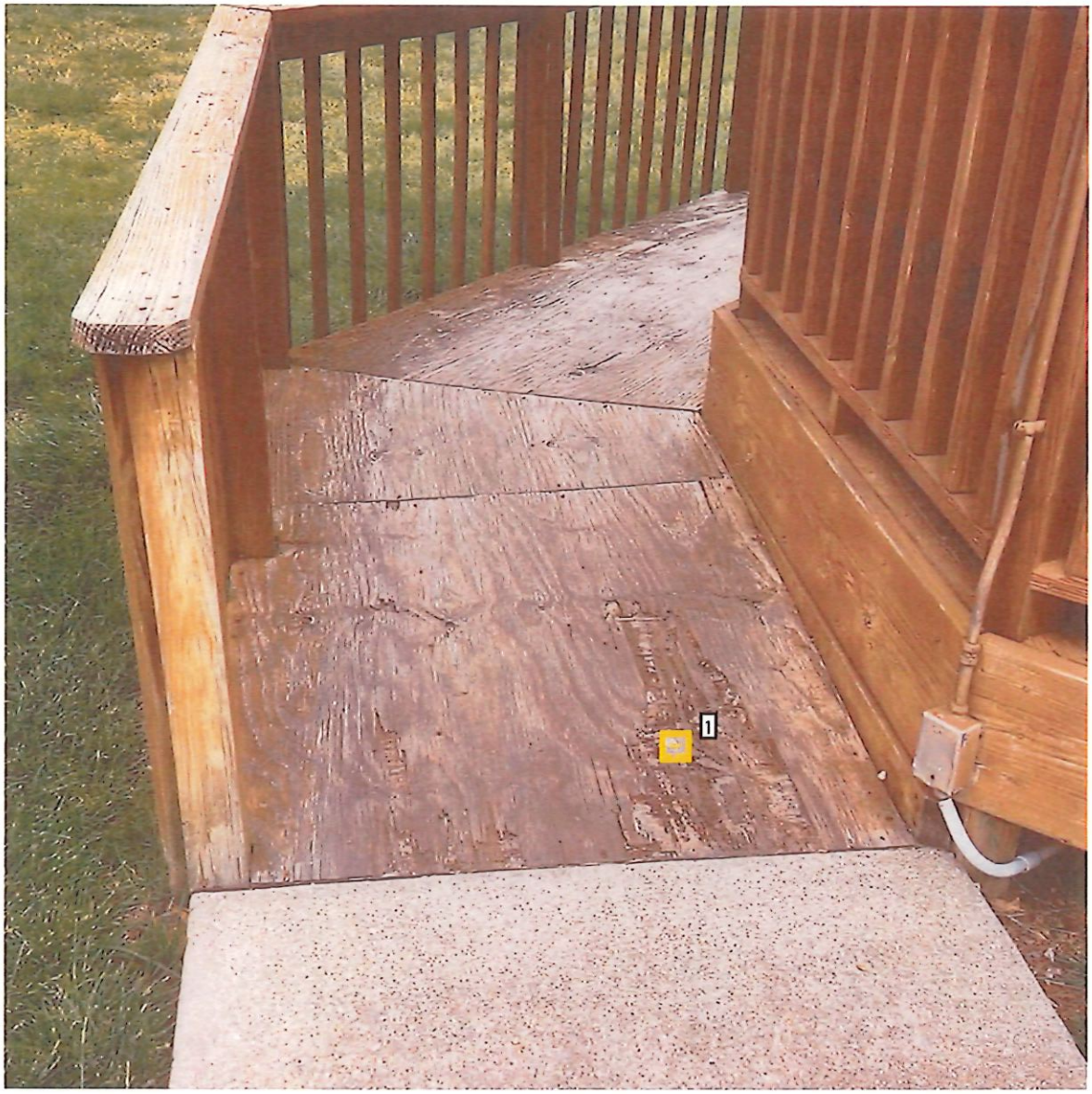
Damage due to roof leak on the south end of the building

1

Page: 28

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:08:08 PM

West end stairwell-9th floor- water leaking into the building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Page: 29

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:08:24 PM

Gazebo- deck deterioration

Page: 30

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:08:36 PM

Gazebo- deck deterioration

1

Page: 31

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:09:03 PM

Deterioration of the sidewalk at the main entrance on the north end

1

Page: 32

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:09:38 PM

Stump that needs to be removed on Southwest end of the building - needs landscaping

1

Page: 33

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:10:03 PM

Brick deterioration on the Southwest end of the building

1

Page: 34

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:10:18 PM

Cracked sidewalks

1

Page: 35

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:10:44 PM

Parking lots- asphalt- needs to be relayed- cracks and uneven.

1

Page: 36

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:11:08 PM

Uneven side walk- curb is too high or the sidewalk is too low- major tripping hazard

1

Page: 37

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:12:01 PM

Concrete slab at north east end of the building a common area for benches, bbqs, etc. cracking and deteriorated

800.323.7548
1

Page: 38

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:12:34 PM

northside of the building- dumpster pad is deteriorating.

1

Page: 39

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:12:57 PM

Sidewalk deterioration to the dumpsters

1

Page: 41

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:13:19 PM

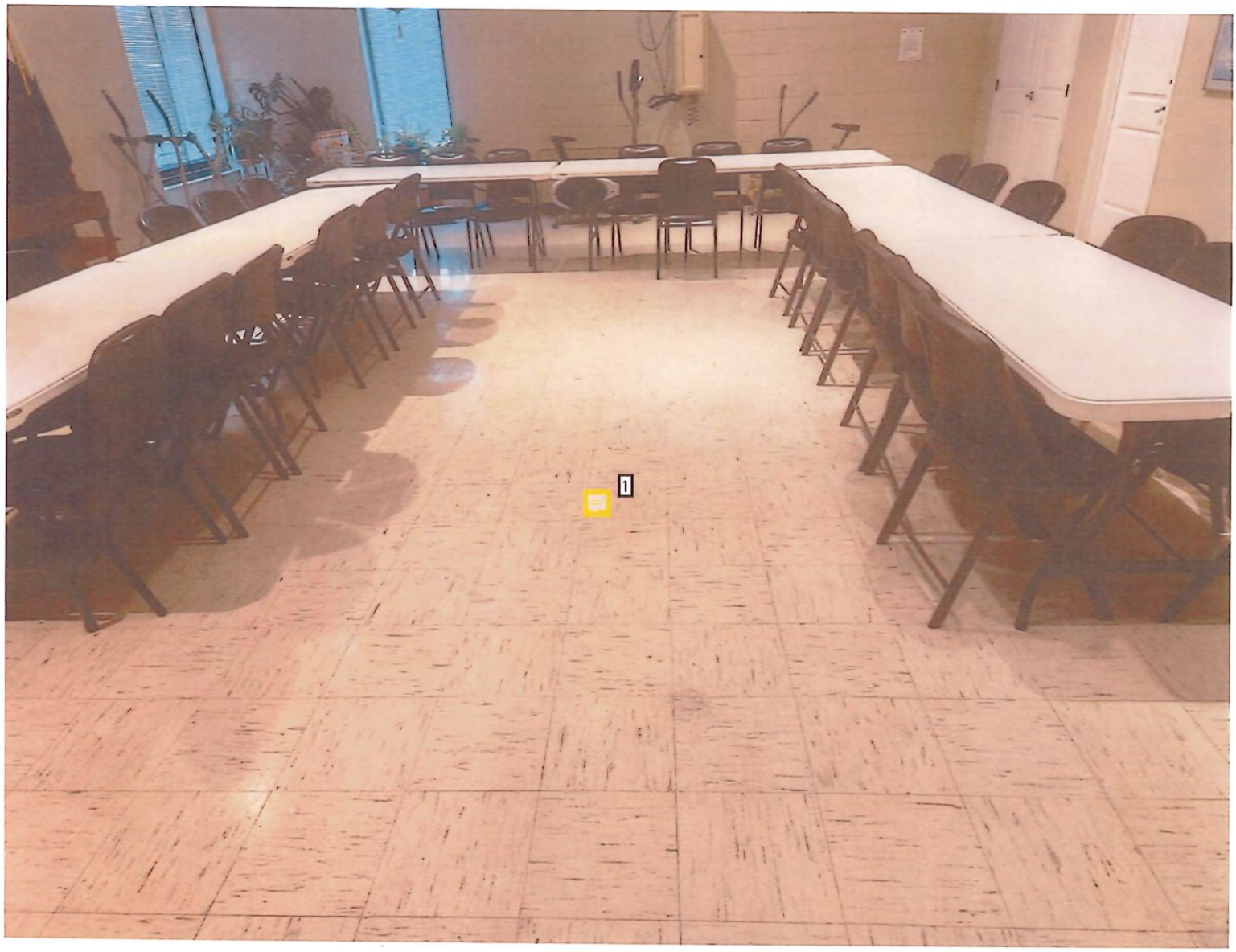
curb cracking at the dumpster site

1
NORTON

Page: 42

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:14:05 PM

pieces are missing on the sliding door inside and out


1

Page: 43

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:14:33 PM

Tile needs to be removed and replaced

1

Page: 44

Number: 1 Author: Bethany.Collie Subject: Sticky Note Date: 5/8/2024 4:15:02 PM

dead tree on the south end of the property- hazard

Exhibit F

Construction Costs Budget Breakdown Table

SNYDER CONSTRUCTION GROUP

STILLWELL COLUMNS COST BREAKDOWN

Project Address: Springfield, MO
# of Units: 142
Date: November 5, 2024

Division	Item Description	Quantity	UOM	Unit Cost	Total Item Cost	Total Division Cost	Cost/Unit
02000	**SITE CONSTRUCTION/EXISTING CONDITIONS**					$1,489,322.00	$10,488.18
	Asbestos Abatement	1	LS	$298,890.00	$298,890.00		$2,104.86
	Demolition/Disposal	1	LS	$648,157.00	$648,157.00		$4,564.49
	Temporary Walls	1	LS	$10,000.00	$10,000.00		$70.42
	Asphalt Paving	1	LS	$74,800.00	$74,800.00		$526.76
	Pavement Markings	1	LS	$4,870.00	$4,870.00		$34.30
	Temporary Fencing	1	LS	$13,000.00	$13,000.00		$91.55
	Fencing	1	LS	$245,605.00	$245,605.00		$1,729.61
	Landscaping/Site Amenity Allowance	1	LS	$100,000.00	$100,000.00		$704.23
	Pavilion/Gazebo Allowance	1	LS	$40,000.00	$40,000.00		$281.69
	Equipment Rental	1	LS	$54,000.00	$54,000.00		$380.28
03000	**CONCRETE**					$77,825.00	$548.06
	Site Concrete	1	LS	$42,825.00	$42,825.00		$301.58
	Sidewalk Repair Allowance	1	LS	$35,000.00	$35,000.00		$246.48
04000	**MASONRY**					$40,000.00	$281.69
	Minor Masonry Tuckpointing Allowance	1	LS	$40,000.00	$40,000.00		$281.69
06000	**WOODS & PLASTICS**					$1,205,195.00	$8,487.29
	Chimney Area Roof Framing Repair	1	LS	$4,794.00	$4,794.00		$33.76
	Material Staging/Transporting Labor	1	LS	$40,000.00	$40,000.00		$281.69
	Finish Carpentry Material	1	LS	$7,000.00	$7,000.00		$49.30
	Finish Carpentry Labor (Incl. Doors & Specialties)	1	LS	$365,310.00	$365,310.00		$2,572.61
	Interior Corridor Railings	1	LS	$38,875.00	$38,875.00		$273.77
	Cabinets & Countertops	1	LS	$633,432.00	$633,432.00		$4,460.79
	Closet Shelving	1	LS	$115,784.00	$115,784.00		$815.38
07000	**THERMAL & MOISTURE PROTECTION**					$1,631,362.00	$11,488.46
	Recote System/Caulking	1	LS	$293,440.00	$293,440.00		$2,066.48
	EIFS	1	LS	$789,837.00	$789,837.00		$5,562.23
	Roofing/Exterior Sheet Metal	1	LS	$548,085.00	$548,085.00		$3,859.75
08000	**OPENINGS**					$363,350.00	$2,558.80
	Doors/Frames/Hardware	1	LS	$295,000.00	$295,000.00		$2,077.46
	Aluminum Framed Storefront	1	LS	$68,350.00	$68,350.00		$481.34
09000	**FINISHES**					$1,498,763.00	$10,554.67
	Drywall/Acoustical Ceilings	1	LS	$504,991.00	$504,991.00		$3,556.27
	Flooring	1	LS	$344,037.00	$344,037.00		$2,422.80
	Existing Flooring Repair Allowance	1	LS	$50,000.00	$50,000.00		$352.11
	Floor Prep	1	LS	$20,000.00	$20,000.00		$140.85
	Final Cleaning	1	LS	$69,995.00	$69,995.00		$492.92
	Acoustical Ceiling Tile Repair Allowance (Common Areas)	1	LS	$20,000.00	$20,000.00		$140.85
	Painting	1	LS	$489,740.00	$489,740.00		$3,448.87
10000	**SPECIALTIES**					$129,567.00	$912.44
	Toilet Partitions	1	LS	$3,227.00	$3,227.00		$22.73
	Fireplace	1	LS	$2,057.00	$2,057.00		$14.49
	Signage	1	LS	$20,074.00	$20,074.00		$141.37
	Monument Sign Allowance	1	LS	$25,000.00	$25,000.00		$176.06
	Mailboxes	1	LS	$19,880.00	$19,880.00		$140.00
	Fire Extinguishers	1	LS	$8,698.00	$8,698.00		$61.25
	Firestop Extinguishers	1	LS	$9,295.00	$9,295.00		$65.46
	Toilet Accessories	1	LS	$15,271.00	$15,271.00		$107.54
	Shower Curtains	1	LS	$5,680.00	$5,680.00		$40.00
	Mirrors	1	LS	$20,385.00	$20,385.00		$143.56
11000	**EQUIPMENT**					$222,199.00	$1,564.78
	Appliances	1	LS	$222,199.00	$222,199.00		$1,564.78
12000	**FURNISHINGS**					$74,711.00	$526.13
	Window Blinds	1	LS	$74,711.00	$74,711.00		$526.13
14000	**CONVEYING SYSTEMS**					$610,865.00	$4,301.87
	Elevator Modernization	1	LS	$610,865.00	$610,865.00		$4,301.87

15000	**MECHANICAL SYSTEMS**					**$593,553.00**	**$4,179.95**
	Fire Service Backflow Preventers	1	LS	$17,230.00	$17,230.00		$121.34
	Plumbing	1	LS	$371,448.00	$371,448.00		$2,615.83
	HVAC	1	LS	$204,875.00	$204,875.00		$1,442.78
16000	**ELECTRICAL SYSTEMS**					**$560,194.00**	**$3,945.03**
	Electrical/Fire Alarm	1	LS	$362,194.00	$362,194.00		$2,550.66
	Fire Suppression Alarm Code Required Upgrades	1	LS	$50,000.00	$50,000.00		$352.11
	Exterior Lighting Allowance	1	LS	$75,000.00	$75,000.00		$528.17
	Access Control Removal/Reinstallation	1	LS	$8,000.00	$8,000.00		$56.34
	Security Camera Allowance	1	LS	$65,000.00	$65,000.00		$457.75
					Subtotal:	**$8,496,906.00**	**$59,837.37**
					General Contractor's General Requirements (6%):	**$509,814.36**	**$3,590.24**
					General Contractor Overhead (2%):	**$169,938.12**	**$1,196.75**
					General Contractor Profit (6%):	**$509,814.36**	**$3,590.24**
					Payment & Performance Bond:	**$82,335.02**	**$579.82**
					TOTAL:	**$9,768,807.86**	**$68,794.42**

EXHIBIT 2

REDEVELOPMENT PLAN

FOR PINNACLE ON THE PARK (STILLWELL COLUMNS) REDEVELOPMENT AREA

SPRINGFIELD, MISSOURI

January 30, 2025
Updated March 20, 2025

Redevelopment Plan

I. Introduction

KDC, LLC ("KDC") has partnered with the Housing Authority of the City of Springfield, Missouri, ("HAS") and their non-profit, Breckenridge Development Services, Inc. ("Breckenridge"), to develop and rehabilitate affordable housing in the City of Springfield, Missouri. A Partnership has been formed with these entities under the name of Pinnacle on the Park, LP. The overall project being financed is 142 units. All the Redevelopment Plan impacts total development costs, total units, and total funds.

Pinnacle on the Park, LP, a Missouri limited liability company (the *"Developer"),* has prepared the following plan (the *"Redevelopment Plan")* for the redevelopment of 2.5 acres in Springfield, Missouri. The Redevelopment Plan proposes completely redeveloping the Redevelopment Area (as defined below), by rehabilitating an existing blighted area built in 1982 and updating the tower building consisting of one hundred forty-two (142) residential units (the *"Project").* The Development, located at 525 S. Campbell Ave., serves as an apartment complex with the following breakdown: 141-One Bedroom Units and 1-Two Bedroom Unit. The project will serve very low-income families with rents based on the residents paying no more than 30% of their adjusted income. The US Department of Housing and Urban Development will set the rents. These will be restricted and will have a contract for project-based vouchers as follows:

Unit Type	#of Units	Monthly Rent
1 BR-RAD	50	866
1 BR-PBV	84	866
1 BR (De Minimis)	7	875
2 BR-PBV	2	1087

The property is made up of a nine-story tower building. The Project will provide housing for approximately 142 residents. Real property tax abatement will be utilized to encourage such redevelopment. The Developer will be investing equity projected to be $11.8 million of the total rehabilitation cost for this project to redevelop the site.

The County Assessor's office has indicated that it will assess the project as tax-exempt upon completion due to the Public Housing Authority's ownership interest in the project. Therefore, Authorization of the tax abatement under this plan neither conveys any benefit nor has any impact on the taxing district. The project is seeking tax abatement to mitigate risk and provide necessary assurance for the investors in case the Assessor is compelled to assess the improvements as taxable real estate during the abatement period.

II. Background:

There is a nine-story tower building to be rehabilitated in the Redevelopment Area. HAS built the existing development in 1982. Pinnacle on the Park, LP, will acquire the property with HUD's approval and the project will be renovated under HUD's Rental Assistance Demonstration Program ("RAD").

III. RAD

RAD was created to give public housing authorities ("PHA") a powerful tool to preserve and improve public housing properties and address the $35 billion-dollar nationwide backlog of deferred physical needs. RAD also gives the public housing authorities the opportunity to enter long-term contracts that facilitate the financing of improvements. RAD allows public housing agencies to leverage public and private debt and equity to reinvest in the public housing stock. This is critical given backlog of public housing capital needs - estimated at over $35 billion at this time. There is an estimated $9.8 million total of physical needs at the Pinnacle on the Park Development. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. This ensures that the units remain permanently affordable to low- income households. Residents benefit from the right of return, prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, maintain the same basic rights as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD maintains the ongoing public stewardship of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. HAS will continue to own the ground and lease it to the partnership. HAS's nonprofit, Breckenridge Development Services, Inc., is part of the ownership structure and redevelopment effort. HAS has the first right of refusal to own the property after the private investor exits the partnership. RAD is highly cost-effective, relying on shifting existing levels of public housing funds to the Section 8 accounts as properties convert.

IV. TAX EXEMPTION and PRIVATE INVESTMENT

The property is currently classified as Tax Exempt. However, to leverage private investment to the property, HAS must take several actions to address the inadequate funds that have led to the backlog of physical needs and blight. To address rehabilitation and deferred maintenance needs, HAS entered HUD's RAD program which authorizes a conversion of the properties federal funding from one form to another (Section 8), removing any impediments to private capital investments. Resources available under the Section 8 platform include Low-Income Housing Tax Credits (LIHTC), tax exempt bonds, HOME funding, Housing Trust Funds and other sources specifically geared toward the

rehabilitation, acquisition, and new construction of affordable housing units. These resources make it economically feasible to upgrade older housing units or invest in efficiencies and quality of life that would otherwise not be possible. Projects awarded LIHTC must be owned by a "single-asset entity," typically made up of a general partner and a limited partner who provides equity for project development in exchange for tax credits. Under the tax credit platform, HAS retains ownership interest in the single-asset entity via a partnership agreement, maintains ownership of the land upon which the affordable rental units are located, holds a right of first refusal to the real estate and actively participates in the day-to-day operation of the business. With this structure, HAS units will remain earmarked for affordable housing, with layered funding via Federal, State, and Local sources which were previously unavailable to the authority. This ownership structure would cause the tax-exempt status to cease and no longer be available to this property. The Chapter 99 abatement incentive results in a reduction to a project owner's annual local property tax liability, thus, creating cashflow that can make a marginal project economically feasible or allow an even larger development to be financed that might otherwise not be possible without the Chapter 99 abatement incentive. While the County Assessor has indicated that the project would maintain tax exempt status due to the policy of the Assessor's office, the project is pursuing tax abatement under Chapter 99 to mitigate any risk and to provide the required assurances investor partners in this project. The organizational structure is such that the net cash flow generated will be available primarily to HAS.

V. Description of the Project

A. Boundaries of the Redevelopment Area

The area being redeveloped contains approximately 2.5 acres and is situated on the 500 Block of South Campbell Avenue in the City of Springfield, Missouri (the ***"Redevelopment Area").*** A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A," and the Redevelopment Area is legally described on Exhibit "B," which is attached hereto and incorporated herein.

B. Need for Redevelopment

i. THE CITY OF SPRINGFIELD, CONSOLIDATED PLAN, FISCAL YEARS 2020-2024 (DRAFT)

This plan recognizes that the demand for affordable housing is expected to continue, which analysis is based on four indicators: (a) the population statistics show that the lower income level is increasing, (b) Public Housing waiting lists, (c) the low vacancy rates of HUD assisted units, and (d) the number of LIHTC applicants that want to develop in the Springfield market. As a part of the Consolidated Plan, based on the market studies by LIHTC applicants and HUD's Low- and Moderate-Income Summary Data and the number of foreclosed and vacant housing units, there is an increasing need for decent affordable housing. This is expected to grow at a moderate increase for the next 5 years of over 4,000 households with current population and growth trends and unemployment at very low

levels; and therefore, the City foresees a continued need for housing for the whole range of income levels from 30% AMI to 120% AMI over the planning period. The City expects that the rehabilitation of older units located outside of the target area will continue as the residents and owners stay in place and as the home-remodeling companies continue to promote cost-effective rehabilitation. The City continues to encourage rehabilitation or redevelopment of older housing stock as it is close to schools, services, and vital public transit lines.

Certification of Consistency with the Consolidated Plan was issued by Bob Jones on February 28, 2024. City of Springfield Resolution No. 2219 was adopted March 20, 2020, approving submission of the Five-Year Plan and Annual Plan and PHA Certifications of Compliance with the PHA Plans and related regulations.

OMB Approval No. 2506-0112 (Exp. 6/30/2011)

Certification of Consistency with the Consolidated Plan

U.S. Department of Housing and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: The Housing Authority of the City of Springfield, MO

Project Name: Pinnacle on the Park

Location of the Project: 525 S. Campbell Ave.
Springfield, MO 65807

Name of the Federal Program to which the applicant is applying: Low Income Housing Tax Credit

Name of Certifying Jurisdiction: City of Springfield, Missouri

Certifying Official of the Jurisdiction Name: Bob Jones

Title: Grants Administrator

Signature: Bob Jones

Date: ~~January 7, 2024~~ 2/28/24

Page 1 of 1

form HUD-2991 (3/98)

ii. HAS ANNUAL PUBLIC HOUSING PLAN

The PHA Plan is a comprehensive guide to PHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5- year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD

every year by non-qualified agencies. HAS submits an annual Public Housing Plan to HUD each year that residents and the community provide input and comments. The 2024-2028 Plan outlines the need for RAD and the investment need for rehabilitation in the Pinnacle on the Park Redevelopment Area.

C. Current Condition of Redevelopment Area.

As discussed in the preceding Blight Report, notwithstanding the Housing Authority's reasonable efforts to maintain the Redevelopment Area, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. HUD has not provided enough annual funding to cover the backlog of physical needs. The annual Capital Funds are approximately $1,200 per unit per year and the average backlog of physical needs is $25,000 per unit per year. Therefore, the redevelopment area is in gross need of leveraged funding to address the physical needs and make the development sustainable for the next twenty years.

Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area, which further compounds the economic obsolescence of the Redevelopment Area. The Developer will be investing an estimated $11.8 million of equity into a project with a total development cost of $31 million. The sources of funding include:

SUMMARY INFORMATION
Pinnacle on the Park
(Stillwell Columns)

Sources and Uses		Total		Per Unit
Uses				
Land	$	-	$	-
Building Acquisition		11,680,000	$	82,254
Hard Costs		10,893,684		76,716
Soft Costs		5,382,585		37,906
Reserves		1,489,200		10,487
Development Fee		2,480,000		17,465
Total Uses	$	31,925,469	$	224,827
Sources				
1st Mortgage Loan	$	6,660,000	$	46,901
Seller Note		11,680,000		82,254
HAS Loan		165,000		1,162
Deferred Interest		847,000		5,965
Cash Flow		-		-
Deferred Dev Fee		764,014		5,380
Equity		11,809,455		83,165
Total Sources	$	31,925,469	$	224,827
Cash Paid Development Fee	$	1,715,986	$	12,084

The insanitary/unsafe site conditions present in the Redevelopment Area pose a serious threat to public safety and health - especially since the Pinnacle on the Park Redevelopment Area serves a vulnerable population of residents at 30% or below the area median income. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property.

Comprehensive renovation of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating all the issues discussed above is economically infeasible, since the likely costs of the repairs far exceed what HAS gets annually from HUD. Due to the age of development and dwelling units they are becoming functionally obsolete. Without systematic rehabilitation the units will not be sustainable to provide housing for the very low-income residents.

Due to the condition and layout of the Redevelopment Area, substantial capital investment will be necessary to rehabilitate the existing structure and generally redevelop the area. Without such an investment, the Redevelopment Area will further deteriorate. The development area will continue to decline and become an even greater liability to the economic independence of the City. The unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate private and public partnership investment opportunities for the City. If the Pinnacle on the Park Redevelopment Area is not addressed to its full potential, it may significantly limit the number of people who can reside in the Redevelopment Area.

D. Redevelopment Plan Objectives and Strategies

Affordable housing is needed in the Redevelopment Area. To have safe, sanitary, livable units, blight must be removed, and the area redeveloped as affordable housing serving the very low income. Redevelopment provides affordable housing opportunities in the larger community, removes barriers to furthering fair housing through the addition of ADA and Section 504 units, and assists in preventing homelessness. The Project involves the rehabilitation of a nine- story tower building consisting of one-hundred forty-two residential units. The bedroom mix and rents are as follows:

Unit Type	# of Units	Rent
1 BR-RAD	50	866
1 BR- PBV	84	866
1 BR (De Minimis)	7	875
2 BR-PBV	1	1087

The appearance of the structure through thoughtful redesign and preservation is key. In total, the project will accommodate up to approximately 142 residents. The Project will also provide on-site parking and will utilize outdoor lighting as needed with the intent of creating a safe living environment for the residents. There will be a fencing system in place to add to enhanced security efforts. The Project will include landscaping and architectural/design elements and will incorporate updated design features.

V. Land Use Plan:

A. Former and Existing Land Use

The Redevelopment Area currently consists of a nine-story, one hundred forty-two-unit residential tower building on 2.5 acres. The property was developed into low-income public housing in 1982 and under this redevelopment plan will remain affordable housing.

B. Proposed Land Use

The land use will remain unchanged as a rehabilitated multifamily residential building consisting of 142 residential units. The Development located at the 500 block of S. Campbell Avenue will include the nine-story tower building consisting of 142 Units, with the following breakdown: 141-One Bedroom Units, and 1-Two Bedroom Unit. The land will remain the same.

There will be 5% ADA handicapped units and 2% of the units available for hearing and seeing impaired. A preliminary site plan reflecting the proposed land use in Redevelopment Area is attached as Exhibit "C" and incorporated herein.

C. Existing and Proposed Zoning

The existing zoning for the Redevelopment Area is, according to the City of Springfield, zoned CC, Center City District. The Redevelopment Plan in not proposing new zoning and will be developed according to the zoning requirements.

D. Regulations and Controls

Renovation of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances, including the District Regulations. HUD will have restricted covenants on the land use and affordability of the units. MHDC will also have land use restrictions governing affordability and ownership.

V. Execution of the Project:

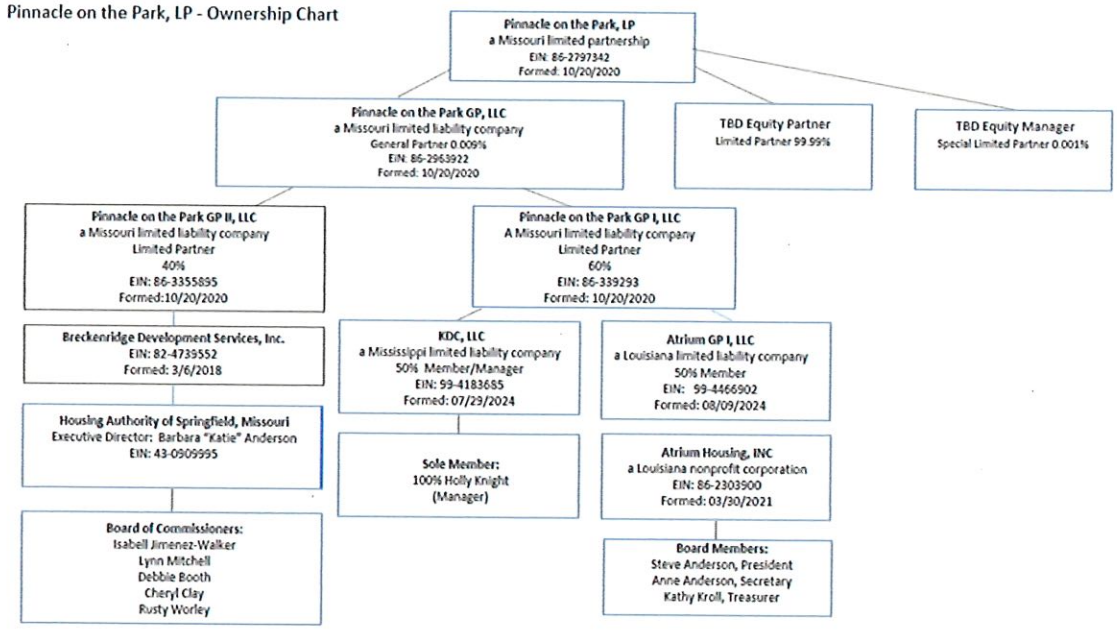
A. Execution

The Developer or its successors in interest shall be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Plan, as the Developer partner, HAS, owns the land within the Redevelopment Area.

Organization Chart



C. Financing

The Developer is utilizing conventional financing to finance the Project along with LIHTC. Sources and Uses are referenced below, as well as, referenced in "Exhibit E" attached.

Pinnacle on the Park

Sources and Uses		Total		Per Unit
Uses				
Land	$	-	$	-
Building Acquisition		11,680,000	$	82,254
Hard Costs		10,893,684		76,716
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Reserves		1,489,200		10,487
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Cash Flow		-		-
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Equity		11,809,455		83,165
Total Sources	$	31,925,469	$	224,827
Cash Paid Development Fee	$	1,715,986	$	12,084

D. Disposition of Property

No land is proposed to be disposed of within the Redevelopment Area.

E. Plan for Relocation Assistance

The development will provide for all temporary relocation. The Pinnacle on the Park project has accumulated some vacancies at the site. Families will be relocated within the HAS public housing sites through temporary relocation in accordance with HUD's RAD relocation Notice, URA, and MHDC. All expenses will be paid for by the project. No original RAD residents will be displaced or rescreened for suitability. (Please see Exhibit "G" HUD's approved relocation plan.)

F. Redevelopment Schedule and Estimated Dates of Completion

The Developer estimates that each stage of the Project will be completed in accordance with the following schedule:

- Pre-Construction (Inspections/Permits): Completed by May 2025
- Rehabilitation of units: Completed by November 2026
- Re-occupancy of site and new lease up completed by December 2026

G. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

H. Covenants

The Redevelopment Plan shall run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area in accordance with the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions:

A. Compliance with General Plans

The Redevelopment Plan for the Redevelopment Area conforms to the rules and the regulations of the City of Springfield, Missouri.

B. Compliance with Workable Program

Pursuant to Section 40-13(a)(l) of Article II of Chapter 40 of the Springfield City Code (the "Code"), the Project described in this Redevelopment Plan would not be financially feasible "But-for" the allowance of tax abatement. The City of Springfield's *Economic Development Incentives Policy Manual* states under its General Policies that requests for discretionary incentives, such as partial real

property tax abatement, shall meet the "but for" test. There must be a finding by the City Council that the project would not occur, or would only occur on a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided." The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would othe1wise be paid by the City. Exhibit E contains two project proforma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows. The projections provided within these statements indicate that real property tax abatement is necessary for the project to proceed. Exhibit E supports the conclusion that "but for" the tax abatement provided to the Project that the development of this high quality and attractive neighborhood providing housing for 142 families that are at or below 60% Area Median income that eliminates existing blight would not be feasible. Exhibit "E" contains a project budget supporting the estimates of the Developer and appraisal. The Developer here is making a significant contribution of equity to support this Project at levels that make it financially feasible for a private public partnership to attract the needed financing sources.

The County Assessor has indicated that the project will remain tax exempt. However, for assurances with the investors and risk management, the project is seeking tax abatement.

C. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law. The Redevelopment Plan is also **in** compliance with HUD, MHDC, and the Springfield Housing Authority Public Housing Annual and 5 Year Plan. The Redevelopment Plan conforms with the City's Comprehensive Plan.

D. Compliance with Redevelopment Agreement

Before the application for a Certificate of Qualification for Tax Abatement (the "Certificate") is issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall, at a minimum, address the requirements specified in Section 4-14 of the Code.

E. Population Density

The Project will provide 142 housing units on a 2.5-acre site. In total, the Project will provide housing for 142 families.

F. Public Facilities

It is not anticipated at this time that the Project will require any additional utilities other than the upgrades needed to address code and the blight concerns. There will be a resident community space to address the social services needed for enhanced resident opportunities. (Please see Exhibit "I" Service Enrichment Letters of Support.)

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Exhibit A

Map of Redevelopment Area

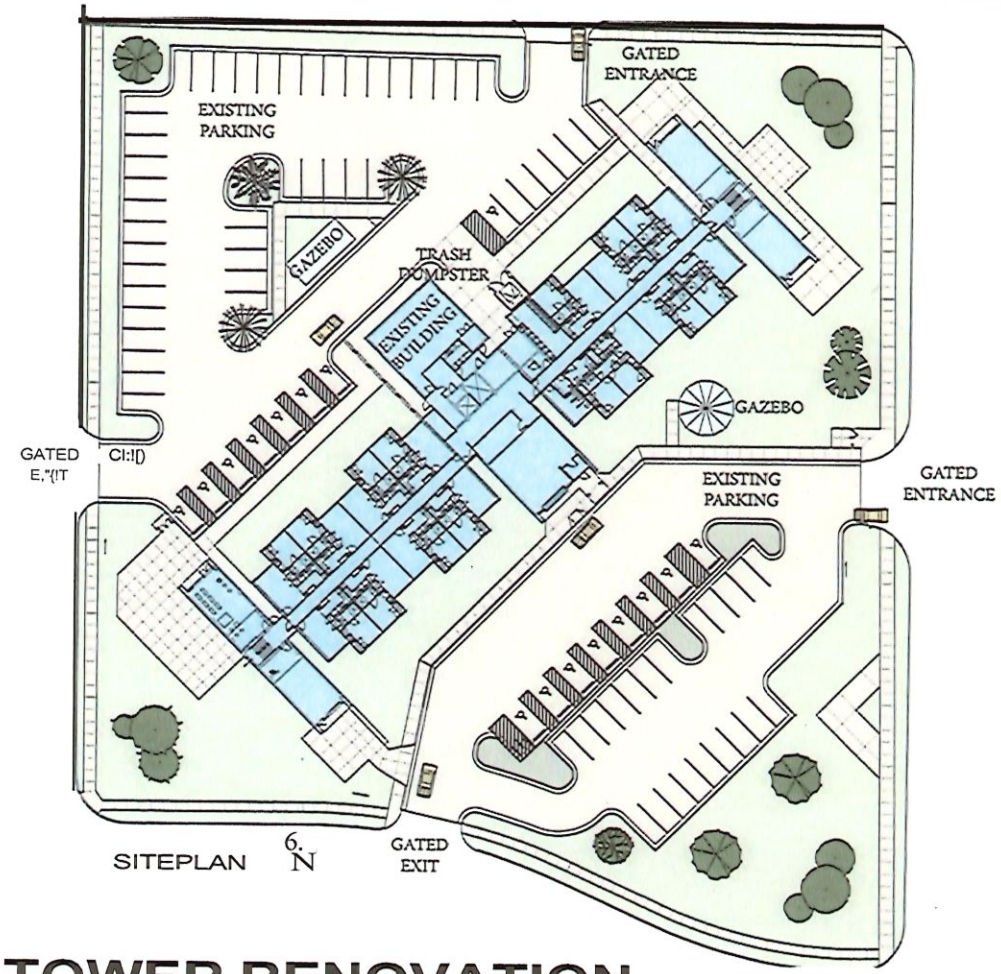
Exhibit B

Legal Description of Redevelopment Area

Located at 525 S. Campbell Ave, Springfield, MO 65806: TRACT I: BEGINNING AT THE SOUTHWEST CORNER OF CAMPBELL AVENUE AND ELM STREET.; THENCE WEST 317.0 FEET TO THE SOUTHEAST CORNER OF MARKET AVENUE AND ELM STREET.; THENCE SOUTH 318.25 FEET TO THE NORTHEAST CORNER OF MARKET AVENUE AND MT. VERNON STREET.; THENCE EAST 78.5 I FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF MT. VERNON STREETON A CURVE TO THE RIGHT OF RADIUS 274.I I FEET, A DISTANCE OF 119.59 FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE OF MT. VERNON STREET, ON A TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 35.3 FEET; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID NORTH LINE OF MT. VERNON STREET, ON A CURVE TO THE LEFT OF RADIUS 221.50 FEET, A DISTANCE OF 93.03 FEET TO THE NORTHWEST CORNER OF CAMPBELL AVENUE AND MT. VERNON STREET, AS NOW ESTABLISHED; THENCE NORTH 370.9 FEET TO THE POINT OF BEGINNING, A PORTION BEING ALL IN LOT 17, JOHNS. PHELPS ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. EXCEPT THAT PART TAKEN FOR MT. VERNON STREET.

Exhibit C

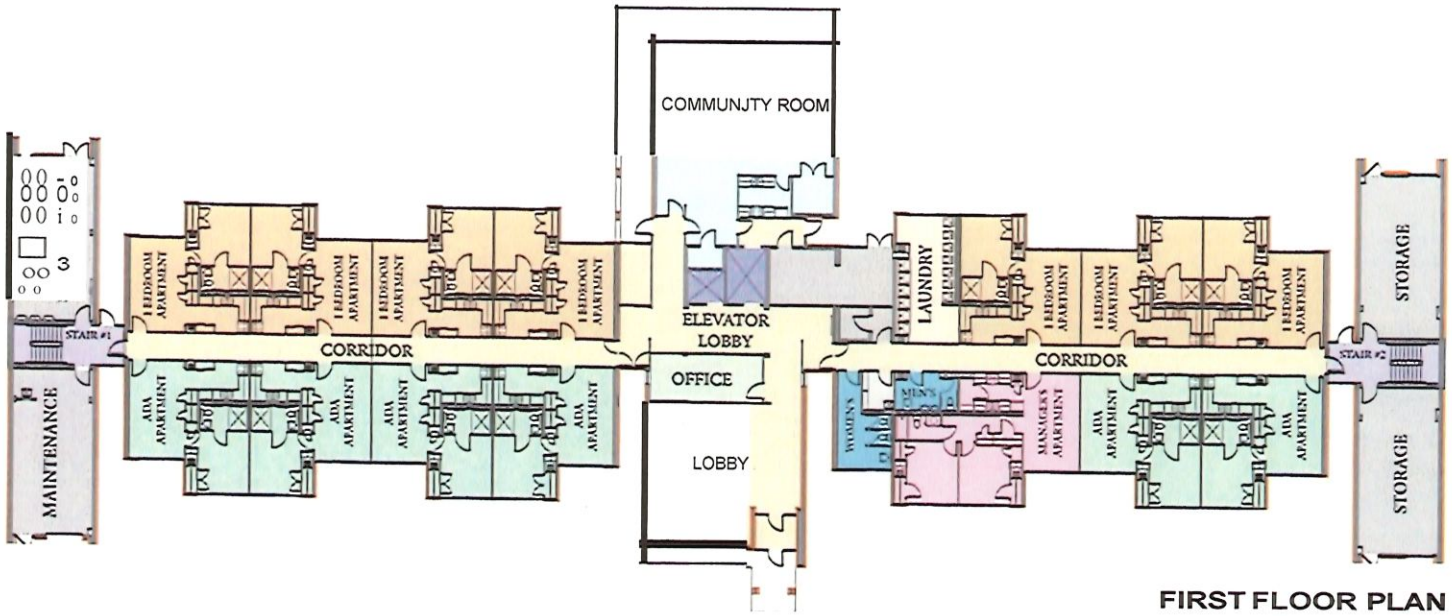
SITE PLAN - PINNACLE ON THE PARK REDEVELOPMENT AREA



STILLWELL TOWER RENOVATION
PINNACLE ON THE PARK

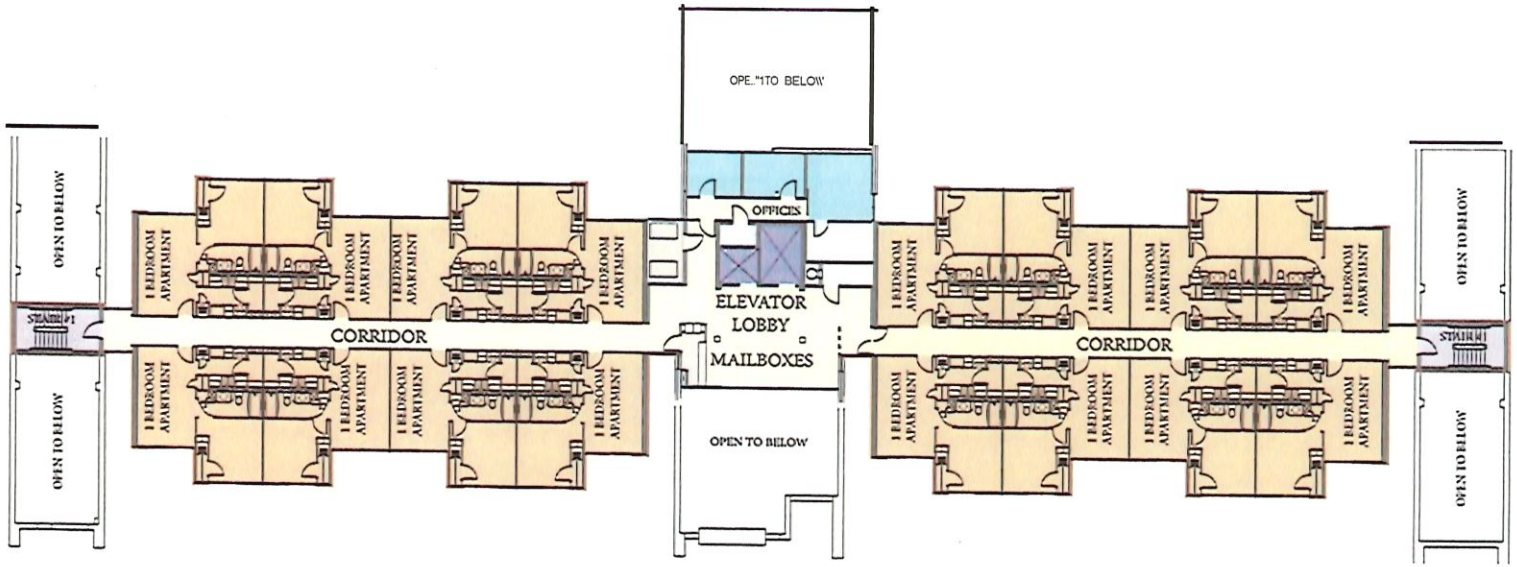
Exhibit D

SITE LAYOUT AND DESIGN- PINNACLE ON THE PARK (STILLWELL COLUMNS)



FIRST FLOOR PLAN

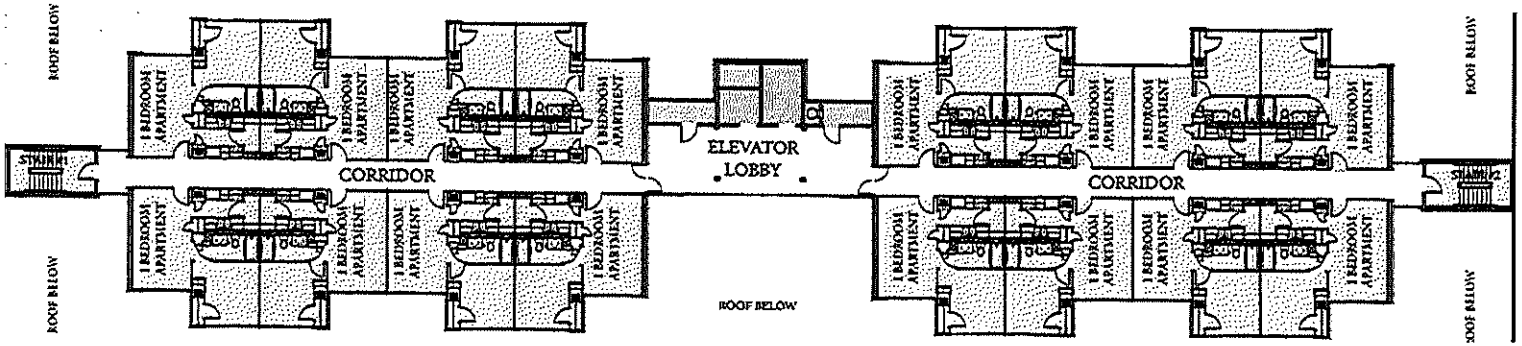
STILLWELL TOWER RENOVATION
PINNACLE ON THE PARK



SECOND FLOOR PLAN

STILLWELL TOWER RENOVATION

PINNACLE ON THE PARK



THIRD FLOOR PLAN

STILLWELL TOWER RENOVATION

PINNACLE ON THE PARK

Exhibit E

Development Budget
Proforma with Tax Abatement
Proforma without Tax
Abatement Tax Analysis Data

Pinnacle on the Park
Development Budget
March 26, 2025

Development Budget									
Item	Per Item Assumption	Acquisition	Rehab/New	Total Amount	Amount Per Unit	ACQ Non-Basis	Rehab/New Non-Basis	ACQ Basis	Rehab/New Basis
Building Acquisition									
Buildings		11,680,000		11,680,000	82,254			11,680,000	
Hard Costs									
Construction Costs (Square Footage)	Total Contract		-	-	-				
Construction Costs (Lump Sum)	9,825,416		8,546,146	8,546,146	60,184				
Construction Costs	69,193		8,546,146	8,546,146	60,184		-		8,546,146
General Requirements	6.00%		512,768	512,768	3,611		-		512,768
Overhead	2.00%		170,922	170,922	1,204		-		170,922
Profit	6.00%		512,768	512,768	3,611		-		512,768
Costs Outside of Construction Contract									
Building Permits			94,008	94,008	662				94,008
Bonding			82,812	82,812	583				82,812
Contingency	10%		974,260	974,260	6,861				974,260
Total Hard Costs			10,893,684	10,893,684	76,716	-	-	-	10,893,684
Architect, Engineering and Accting									
Architect Design	$ 2,761		392,000	392,000	2,761				392,000
Architect Supervision	$ 690		98,000	98,000	690				98,000
Engineering			56,500	56,500	398				56,500
Accounting			100,000	100,000	704		5,000		95,000
Survey - Boundary & Topo			20,000	20,000	141	-		-	20,000
Survey - As Built			20,000	20,000	141				20,000
PNA/CNA			41,500	41,500	292				41,500
Construction Loan Expenses									
Construction Interest			1,061,000	1,061,000	7,472		141,000		920,000
Seller Note Interest			847,000	847,000	5,965		847,000		-
Construction Loan Fees			170,000	170,000	1,197		56,667		113,333
Construction Loan Legal			40,000	40,000	282		13,333		26,667
Construction Loan Title and Recording			70,000	70,000	493				70,000
Construction Inspection Fees			51,000	51,000	359				51,000
Construction Consultant Fees			5,000	5,000	35				5,000
Bond Issuance and Other Fees			260,000	260,000	1,831		224,112		35,888
Legal Fees									
Partnership Organization			5,000	5,000	35		5,000		
Other Legal - Basis Eligible			455,000	455,000	3,204				455,000
Miscellaneous Soft Costs									
Appraisal		-	6,500	6,500	46			-	6,500
Market Study			30,000	30,000	211				30,000
Environmental Study			35,000	35,000	246			-	35,000
Construction Insurance (incl Bldr Risk)			284,000	284,000	2,000				284,000
Relocation	$ 5,627		799,000	799,000	5,627		-		799,000
Marketing and Advertising			15,000	15,000	106		15,000		
Miscellaneous Soft Costs			140,000	140,000	986				140,000

Pinnacle on the Park
Development Budget
March 26, 2025

Development Budget									
Item	Per Item Assumption	Acquisition	Rehab/New	Total Amount	Amount Per Unit	ACQ Non-Basis	Rehab/New Non-Basis	ACQ Basis	Rehab/New Basis
Pre-dev Loan Costs and Interest			10,000	10,000	70		10,000		-
Furnishings			30,000	30,000	211				30,000

Pinnacle on the Park
Development Budget
March 26, 2025

Development Budget

Item	Per Item Assumption	Acquisition	Rehab/New	Total Amount	Amount Per Unit	ACQ Non-Basis	Rehab/New Non-Basis	ACQ Basis	Rehab/New Basis
Permanent Financing Costs									
Perm Loan Financing Fees		-	10,000	10,000	70	-	10,000		
Perm Loan Legal		-	25,000	25,000	176	-	25,000		
Title and Recording		-	19,000	19,000	134	-	19,000		
Syndication Costs									
Borrower Legal - Syndication Org.			95,000	95,000	669		95,000		
Tax Credit Fees									
Application Fees			2,000	2,000	14		2,000		
Reservation Fees	7.00%		94,346	94,346	664		94,346		
Compliance Monitoring Fees	$ 300		42,600	42,600	300		42,600		
Total Soft Costs		-	5,329,446	5,329,446	37,531	-	1,605,058	-	3,724,388
Reserves									
Operating Deficit Reserve	$ 674,461		674,500	674,500	4,750		674,500		
Replacement Reserve	$ 600		85,200	85,200	600		85,200		
PHA Admin Fee			225,200	225,200	1,586		225,200		
Lease-up Reserve			486,000	486,000	3,423		486,000		
Resident Council Reserve			71,000	71,000	500		71,000		
Total Reserves		-	1,541,900	1,541,900	10,858	-	1,541,900	-	-
Subtotal		11,680,000	17,765,030	29,445,030	207,359	-	3,146,958	11,680,000	14,618,072
Development Fee									
Acquisition Development Fee	6.06%	708,390		708,390	4,989	-		708,390	
Rehab/New Development Fee	11.27%		1,771,610	1,771,610	12,476				1,771,610
Total Development Fee		708,390	1,771,610	2,480,000	17,465	-	-	708,390	1,771,610
Total Development Costs		$ 12,388,390	$ 19,536,640	$ 31,925,030	224,824	$ -	$ 3,146,958	$ 12,388,390	$ 16,389,682

Credit Calculations

	LIHTC	HTC	Total Credits	Price	Equity		
LIHTC Percentage						100%	100%
Less Federal Credits							-
Federal Tax Credit Basis						12,388,390	16,389,682
Basis Adjustment						100%	130.00%
Adjusted Tax Credit Basis - Federal						12,388,390	21,306,587
Federal Tax Credit Percentage						4.00%	4.00%
Annual Federal Tax Credits - Basis	1,347,799					495,536	852,263
Federal Tax Credit Reservation	$ 1,347,799	-				495,536	852,263
Annual Federal Tax Credits	1,347,799	-				495,536	852,263
Years Claimed - Federal	10	1				10	10
Total Federal Tax Credits	13,477,990	-	13,477,990			4,955,360	8,522,630
LP Federal - LIHTC	13,476,640		13,476,640	$ 0.8750	$ 11,792,060		

Pinnacle on the Park With Abatement
Proforma
March 13, 2025

Income Adjustment			100%	100%	102%	102%	102%	102%	102%	102%
Expense Adjustment			100%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			1	2	3	4	5	6	7	8
Year	$/Unit	Budget	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Rent										
Gross Potential Rent	10,416	$ 1,479,072	$ 1,232,560	$ 1,479,072	$ 1,508,653	$ 1,538,826	$ 1,569,603	$ 1,600,995	$ 1,633,015	$ 1,665,675
Other Income	144	20,448	17,040	20,448	20,857	21,274	21,699	22,133	22,576	23,028
Less Vacancy	(528)	(74,976)	(484,880)	(581,856)	(270,358)	(78,005)	(79,565)	(81,156)	(82,780)	(84,435)
Effective Gross Income	10,032	1,424,544	764,720	917,664	1,259,152	1,482,095	1,511,737	1,541,972	1,572,811	1,604,268
Operating Expenses										
Management Fees	502	71,227	50,000	60,000	62,955	75,565	77,832	80,167	82,572	85,049
Administrative	1,383	196,386	163,660	202,284	208,356	208,346	214,596	221,034	227,665	234,495
Utilities	811	115,135	95,950	118,596	122,148	122,147	125,811	129,585	133,473	137,477
Operating and Maintenance	1,759	249,824	208,190	257,328	265,044	265,039	272,990	281,180	289,615	298,303
Taxes and Insurance	1,452	206,182	82,600	105,300	194,520	218,738	225,300	232,059	239,021	246,192
Total Operating Expenses	5,907	838,754	600,400	743,508	853,023	889,835	916,529	944,025	972,346	1,001,516
Reserve Funding										
Replacement Reserve	300	42,600	-	-	-	42,600	43,878	45,194	46,550	47,947
Total Operating Expenses and Reserves	6,207	881,354	600,400	743,508	853,023	932,435	960,407	989,219	1,018,896	1,049,463
Net Operating Income	3,825	543,190	164,320	174,156	406,129	549,660	551,330	552,753	553,915	554,805
Debt Service										
Loan 1 - Principal			-	-	-	-	-	38,893	41,382	44,031
Loan 1 - Interest			-	-	-	414,252	414,252	413,156	410,666	408,018
Total Debt Service		452,048	-	-	-	414,252	414,252	452,049	452,048	452,049
Net Cash Flow		$ 91,142	$ 164,320	$ 174,156	$ 406,129	$ 135,408	$ 137,078	$ 100,704	$ 101,867	$ 102,756
DSCR						1.33	1.33	1.22	1.23	1.23

Pinnacle on the Park
Proforma
March 13, 2025

Income Adjustment			100%	100%	102%	102%	102%	102%	102%	102%
Expense Adjustment			100%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			1	2	3	4	5	6	7	8
Year	**$/Unit**	**Budget**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Distribution of Cash Flow from Operations										
Cash used in development			-	-	-	-	-	-	-	-
Fee to LP			-	-	21,932	8,196	8,442	8,695	8,956	9,225
Deferred Development Fee			-	-	722,673	41,341	-	-	-	-
GP AMF			-	-	-	58,864	16,391	16,883	17,389	17,911
Fee to GP			-	-	-	24,306	101,021	67,613	67,970	68,058
Distribution to LP			-	-	-	2,701	11,223	7,512	7,551	7,561
Distribution to GP			-	-	-	-	1	1	1	1
Development Fee Interest		0.00%	-	-	-	-	-	-	-	-
Development Fee Owed		764,014	764,014	764,014	41,341	-	-	-	-	-
Annual Taxable Inc. (Loss) Calc.										
Free Cash Flow From Above			$ 164,320	$ 174,156	$ 406,129	$ 135,408	$ 137,078	$ 100,704	$ 101,867	$ 102,756
Add Reserve Funding			-	-	-	42,600	43,878	45,194	46,550	47,947
Add Principal			-	-	-	-	-	38,893	41,382	44,031
Loan 2 Interest			-	-	-	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)
Development Fee Interest			-	-	-	-	-	-	-	-
Fee to LP			-	-	(21,932)	(8,196)	(8,442)	(8,695)	(8,956)	(9,225)
GP AMF			-	-	-	(58,864)	(16,391)	(16,883)	(17,389)	(17,911)
Fee to GP			-	-	-	(24,306)	(101,021)	(67,613)	(67,970)	(68,058)
Development Costs Expensed		393,112	(52,000)	(83,468)	(257,644)	-	-	-	-	-
Organization Exp./Amortization		100,000	(11,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)
Perm. Financing Amortization		57,000	-	-	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)
Tax Credit Fees		139,085	-	-	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)
Less Depreciation			(120,391)	(412,770)	(801,868)	(1,306,421)	(1,159,233)	(1,069,791)	(1,066,688)	(999,355)
30 Year Property - Acquisition		12,383,090	(120,391)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)
30 Year Property - Rehab/New		14,908,982	-	-	(144,948)	(496,966)	(496,966)	(496,966)	(496,966)	(496,966)
15 Year Property - Rehab/New		403,000	-	-	(20,150)	(38,285)	(34,457)	(31,031)	(27,928)	(25,107)
5 Year Property - Rehab/New		1,120,000	-	-	(224,000)	(358,400)	(215,040)	(129,024)	(129,024)	(64,512)
Annual Taxable Income (Loss)			$ (19,404)	$ (328,415)	$ (694,087)	$(1,595,551)	$(1,479,902)	$(1,353,963)	$(1,346,976)	$(1,275,587)
Annual Federal LIHTC		13,497,870	-	-	1,178,687	1,349,787	1,349,787	1,349,787	1,349,787	1,349,787

Pinnacle on the Park
Proforma
March 13, 2025

Income Adjustment			102%	102%	102%	102%	102%	102%	102%	102%
Expense Adjustment			103%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			9	10	11	12	13	14	15	16
Year	**$/Unit**	**Budget**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**
Revenues										
Rent										
Gross Potential Rent	10,416	$ 1,479,072	$ 1,698,989	$ 1,732,969	$ 1,767,628	$ 1,802,981	$ 1,839,041	$ 1,875,822	$ 1,913,338	$ 1,951,605
Other Income	144	20,448	23,489	23,959	24,438	24,927	25,426	25,935	26,454	26,983
Less Vacancy	(528)	(74,976)	(86,124)	(87,846)	(89,603)	(91,395)	(93,223)	(95,088)	(96,990)	(98,929)
Effective Gross Income	10,032	1,424,544	1,636,354	1,669,082	1,702,463	1,736,513	1,771,244	1,806,669	1,842,802	1,879,659
Operating Expenses										
Management Fees	502	71,227	87,600	90,228	92,935	95,723	98,595	101,553	104,600	107,738
Administrative	1,383	196,386	241,530	248,776	256,239	263,926	271,844	279,999	288,399	297,051
Utilities	811	115,135	141,601	145,849	150,224	154,731	159,373	164,154	169,079	174,151
Operating and Maintenance	1,759	249,824	307,252	316,470	325,964	335,743	345,815	356,189	366,875	377,881
Taxes and Insurance	1,452	206,182	253,578	261,185	269,021	277,092	285,405	293,967	302,786	311,870
Total Operating Expenses	5,907	838,754	1,031,561	1,062,508	1,094,383	1,127,215	1,161,032	1,195,862	1,231,739	1,268,691
Reserve Funding										
Replacement Reserve	300	42,600	49,385	50,867	52,393	53,965	55,584	57,252	58,970	60,739
Total Operating Expenses and Reserves	6,207	881,354	1,080,946	1,113,375	1,146,776	1,181,180	1,216,616	1,253,114	1,290,709	1,329,430
Net Operating Income	3,825	543,190	555,408	555,707	555,687	555,333	554,628	553,555	552,093	550,229
Debt Service										
Loan 1 - Principal			46,849	49,847	53,038	56,432	60,044	63,887	67,976	72,327
Loan 1 - Interest			405,200	402,201	399,011	395,616	392,004	388,161	384,072	379,721
Total Debt Service		452,048	452,049	452,048	452,049	452,048	452,048	452,048	452,048	452,048
Net Cash Flow		$ 91,142	$ 103,359	$ 103,659	$ 103,638	$ 103,285	$ 102,580	$ 101,507	$ 100,045	$ 98,181
DSCR			1.23	1.23	1.23	1.23	1.23	1.22	1.22	1.22

Pinnacle on the Park
Proforma
March 13, 2025

Income Adjustment			102%	102%	102%	102%	102%	102%	102%	102%
Expense Adjustment			103%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Year	**$/Unit**	**Budget**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**
Distribution of Cash Flow from Operations										
Cash used in development			-	-	-	-	-	-	-	-
Fee to LP			9,502	9,787	10,081	10,383	10,694	11,015	11,345	11,685
Deferred Development Fee			-	-	-	-	-	-	-	-
GP AMF			18,448	19,001	19,571	20,158	20,763	21,386	22,028	22,689
Fee to GP			67,868	67,384	66,587	65,470	64,011	62,195	60,005	57,426
Distribution to LP			7,540	7,486	7,398	7,273	7,111	6,910	6,666	6,380
Distribution to GP			1	1	1	1	1	1	1	1
Development Fee Interest		0.00%	-	-	-	-	-	-	-	-
Development Fee Owed		764,014	-	-	-	-	-	-	-	-
Annual Taxable Inc. (Loss) Calc.										
Free Cash Flow From Above			$ 103,359	$ 103,659	$ 103,638	$ 103,285	$ 102,580	$ 101,507	$ 100,045	$ 98,181
Add Reserve Funding			49,385	50,867	52,393	53,965	55,584	57,252	58,970	60,739
Add Principal			46,849	49,847	53,038	56,432	60,044	63,887	67,976	72,327
Loan 2 Interest			(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)
Development Fee Interest			-	-	-	-	-	-	-	-
Fee to LP			(9,502)	(9,787)	(10,081)	(10,383)	(10,694)	(11,015)	(11,345)	(11,685)
GP AMF			(18,448)	(19,001)	(19,571)	(20,158)	(20,763)	(21,386)	(22,028)	(22,689)
Fee to GP			(67,868)	(67,384)	(66,587)	(65,470)	(64,011)	(62,195)	(60,005)	(57,426)
Development Costs Expensed		393,112	-	-	-	-	-	-	-	-
Organization Exp./Amortization		100,000	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,338)	-
Perm. Financing Amortization		57,000	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)	(3,167)
Tax Credit Fees		139,085	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)	(9,272)
Less Depreciation			(933,513)	(933,513)	(933,553)	(933,513)	(933,553)	(933,513)	(933,553)	(933,513)
30 Year Property - Acquisition		12,383,090	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)	(412,770)
30 Year Property - Rehab/New		14,908,982	(496,966)	(496,966)	(496,966)	(496,966)	(496,966)	(496,966)	(496,966)	(496,966)
15 Year Property - Rehab/New		403,000	(23,777)	(23,777)	(23,817)	(23,777)	(23,817)	(23,777)	(23,817)	(23,777)
5 Year Property - Rehab/New		1,120,000	-	-	-	-	-	-	-	-
Annual Taxable Income (Loss)			$ (1,205,510)	$ (1,201,084)	$ (1,196,495)	$(1,191,614)	$(1,186,585)	$(1,181,235)	$(1,175,717)	$(1,163,505)
Annual Federal LIHTC		13,497,870	1,349,787	1,349,787	1,349,787	1,349,787	171,100	-	-	-

Pinnacle on the Park As Taxable
Proforma
March 26, 2025

Income Adjustment			100%	100%	102%	102%	102%	102%	102%	102%
Expense Adjustment			100%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Year	**$/Unit**	**Budget**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Revenues										
Rent										
Gross Potential Rent	10,416	$ 1,479,072	$ 1,232,560	$ 1,479,072	$ 1,508,653	$ 1,538,826	$ 1,569,603	$ 1,600,995	$ 1,633,015	$ 1,665,675
Other Income	144	20,448	17,040	20,448	20,857	21,274	21,699	22,133	22,576	23,028
Less Vacancy	(528)	(74,976)	(484,880)	(581,856)	(270,358)	(78,005)	(79,565)	(81,156)	(82,780)	(84,435)
Effective Gross Income	10,032	1,424,544	764,720	917,664	1,259,152	1,482,095	1,511,737	1,541,972	1,572,811	1,604,268
Operating Expenses										
Management Fees	502	71,227	50,000	60,000	62,955	75,565	77,832	80,167	82,572	85,049
Administrative	1,383	196,386	163,660	202,284	208,356	208,346	214,596	221,034	227,665	234,495
Utilities	811	115,135	95,950	118,596	122,148	122,147	125,811	129,585	133,473	137,477
Operating and Maintenance	1,759	249,824	208,190	257,328	265,044	265,039	272,990	281,180	289,615	298,303
Taxes and Insurance	2,082	295,684	157,180	197,496	286,716	313,692	323,103	332,796	342,780	353,063
Total Operating Expenses	6,537	928,256	674,980	835,704	945,219	984,789	1,014,332	1,044,762	1,076,105	1,108,387
Reserve Funding										
Replacement Reserve	300	42,600	-	-	-	42,600	43,878	45,194	46,550	47,947
Total Operating Expenses and Reserves	6,837	970,856	674,980	835,704	945,219	1,027,389	1,058,210	1,089,956	1,122,655	1,156,334
Net Operating Income	3,195	453,688	89,740	81,960	313,933	454,706	453,527	452,016	450,156	447,934
Debt Service										
Loan 1 - Principal			-	-	-	-	-	32,527	34,609	36,825
Loan 1 - Interest			-	-	-	346,454	346,454	345,537	343,455	341,240
Total Debt Service		378,065	-	-	-	346,454	346,454	378,064	378,064	378,065
Net Cash Flow		$ 75,623	$ 89,740	$ 81,960	$ 313,933	$ 108,252	$ 107,073	$ 73,952	$ 72,092	$ 69,869
DSCR						1.31	1.31	1.20	1.19	1.18

Pinnacle on the Park
Proforma
March 26, 2025

Income Adjustment			100%	100%	102%	102%	102%	102%	102%	102%
Expense Adjustment			100%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Year	**$/Unit**	**Budget**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Distribution of Cash Flow from Operations										
Cash used in development			-	-	-	-	-	-	-	-
Fee to LP			-	-	21,932	8,196	8,442	8,695	8,956	9,225
Deferred Development Fee			-	-	463,701	100,056	98,631	65,257	63,136	60,644
GP AMF			-	-	-	-	-	-	-	-
Fee to GP			-	-	-	-	-	-	-	-
Distribution to LP			-	-	-	-	-	-	-	-
Distribution to GP			-	-	-	-	-	-	-	-
Development Fee Interest		0.00%	-	-	-	-	-	-	-	-
Development Fee Owed		1,870,970	1,870,970	1,870,970	1,407,269	1,307,213	1,208,582	1,143,325	1,080,189	1,019,545
Annual Taxable Inc. (Loss) Calc.										
Free Cash Flow From Above			$ 89,740	$ 81,960	$ 313,933	$ 108,252	$ 107,073	$ 73,952	$ 72,092	$ 69,869
Add Reserve Funding			-	-	-	42,600	43,878	45,194	46,550	47,947
Add Principal			-	-	-	-	-	32,527	34,609	36,825
Loan 2 Interest			-	-	-	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)
Development Fee Interest			-	-	-	-	-	-	-	-
Fee to LP			-	-	(21,932)	(8,196)	(8,442)	(8,695)	(8,956)	(9,225)
GP AMF			-	-	-	-	-	-	-	-
Fee to GP			-	-	-	-	-	-	-	-
Development Costs Expensed		380,112	(52,000)	(82,624)	(245,488)	-	-	-	-	-
Organization Exp./Amortization		100,000	(11,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)
Perm. Financing Amortization		54,000	-	-	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Tax Credit Fees		138,946	-	-	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)
Less Depreciation			(120,443)	(412,946)	(801,022)	(1,304,265)	(1,157,470)	(1,068,267)	(1,065,172)	(998,019)
30 Year Property - Acquisition		12,388,390	(120,443)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)
30 Year Property - Rehab/New		14,870,682	-	-	(144,576)	(495,689)	(495,689)	(495,689)	(495,689)	(495,689)
15 Year Property - Rehab/New		402,000	-	-	(20,100)	(38,190)	(34,371)	(30,954)	(27,859)	(25,045)
5 Year Property - Rehab/New		1,117,000	-	-	(223,400)	(357,440)	(214,464)	(128,678)	(128,678)	(64,339)
Annual Taxable Income (Loss)			$ (94,036)	$ (419,943)	$ (773,105)	$(1,537,205)	$(1,390,557)	$(1,300,885)	$(1,296,473)	$(1,228,199)
Annual Federal LIHTC		13,477,990	-	-	1,176,951	1,347,799	1,347,799	1,347,799	1,347,799	1,347,799

Pinnacle on the Park
Proforma
March 26, 2025

Income Adjustment			102%	102%	102%	102%	102%	102%	102%	102%
Expense Adjustment			103%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Year	**$/Unit**	**Budget**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**
Revenues										
Rent										
Gross Potential Rent	10,416	$ 1,479,072	$ 1,698,989	$ 1,732,969	$ 1,767,628	$ 1,802,981	$ 1,839,041	$ 1,875,822	$ 1,913,338	$ 1,951,605
Other Income	144	20,448	23,489	23,959	24,438	24,927	25,426	25,935	26,454	26,983
Less Vacancy	(528)	(74,976)	(86,124)	(87,846)	(89,603)	(91,395)	(93,223)	(95,088)	(96,990)	(98,929)
Effective Gross Income	10,032	1,424,544	1,636,354	1,669,082	1,702,463	1,736,513	1,771,244	1,806,669	1,842,802	1,879,659
Operating Expenses										
Management Fees	502	71,227	87,600	90,228	92,935	95,723	98,595	101,553	104,600	107,738
Administrative	1,383	196,386	241,530	248,776	256,239	263,926	271,844	279,999	288,399	297,051
Utilities	811	115,135	141,601	145,849	150,224	154,731	159,373	164,154	169,079	174,151
Operating and Maintenance	1,759	249,824	307,252	316,470	325,964	335,743	345,815	356,189	366,875	377,881
Taxes and Insurance	2,082	295,684	363,655	374,565	385,802	397,376	409,297	421,576	434,223	447,250
Total Operating Expenses	6,537	928,256	1,141,638	1,175,888	1,211,164	1,247,499	1,284,924	1,323,471	1,363,176	1,404,071
Reserve Funding										
Replacement Reserve	300	42,600	49,385	50,867	52,393	53,965	55,584	57,252	58,970	60,739
Total Operating Expenses and Reserves	6,837	970,856	1,191,023	1,226,755	1,263,557	1,301,464	1,340,508	1,380,723	1,422,146	1,464,810
Net Operating Income	3,195	453,688	445,331	442,327	438,906	435,049	430,736	425,946	420,656	414,849
Debt Service										
Loan 1 - Principal			39,181	41,689	44,358	47,197	50,217	53,431	56,851	60,490
Loan 1 - Interest			338,883	336,375	333,707	330,868	327,847	324,633	321,213	317,575
Total Debt Service		378,065	378,064	378,064	378,065	378,065	378,064	378,064	378,064	378,065
Net Cash Flow		$ 75,623	$ 67,267	$ 64,263	$ 60,841	$ 56,984	$ 52,672	$ 47,882	$ 42,592	$ 36,784
DSCR			1.18	1.17	1.16	1.15	1.14	1.13	1.11	1.10

Pinnacle on the Park
Proforma
March 26, 2025

Income Adjustment			102%	102%	102%	102%	102%	102%	102%	102%
Expense Adjustment			103%	103%	103%	103%	103%	103%	103%	103%
Year of Operation			**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**
Year	**$/Unit**	**Budget**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**
Distribution of Cash Flow from Operations										
Cash used in development			-	-	-	-	-	-	-	-
Fee to LP			9,502	9,787	10,081	10,383	10,694	11,015	11,345	11,685
Deferred Development Fee			57,765	54,476	50,760	46,601	41,978	36,867	31,247	25,099
GP AMF			-	-	-	-	-	-	-	-
Fee to GP			-	-	-	-	-	-	-	-
Distribution to LP			-	-	-	-	-	-	-	-
Distribution to GP			-	-	-	-	-	-	-	-
Development Fee Interest		0.00%	-	-	-	-	-	-	-	-
Development Fee Owed		1,870,970	961,780	907,304	856,544	809,943	767,965	731,098	699,851	674,752
Annual Taxable Inc. (Loss) Calc.										
Free Cash Flow From Above			$ 67,267	$ 64,263	$ 60,841	$ 56,984	$ 52,672	$ 47,882	$ 42,592	$ 36,784
Add Reserve Funding			49,385	50,867	52,393	53,965	55,584	57,252	58,970	60,739
Add Principal			39,181	41,689	44,358	47,197	50,217	53,431	56,851	60,490
Loan 2 Interest			(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)	(350,400)
Development Fee Interest			-	-	-	-	-	-	-	-
Fee to LP			(9,502)	(9,787)	(10,081)	(10,383)	(10,694)	(11,015)	(11,345)	(11,685)
GP AMF			-	-	-	-	-	-	-	-
Fee to GP			-	-	-	-	-	-	-	-
Development Costs Expensed		380,112	-	-	-	-	-	-	-	-
Organization Exp./Amortization		100,000	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,333)	(6,338)	-
Perm. Financing Amortization		54,000	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Tax Credit Fees		138,946	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)	(9,263)
Less Depreciation			(932,353)	(932,353)	(932,393)	(932,353)	(932,393)	(932,353)	(932,393)	(932,353)
30 Year Property - Acquisition		12,388,390	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)	(412,946)
30 Year Property - Rehab/New		14,870,682	(495,689)	(495,689)	(495,689)	(495,689)	(495,689)	(495,689)	(495,689)	(495,689)
15 Year Property - Rehab/New		402,000	(23,718)	(23,718)	(23,758)	(23,718)	(23,758)	(23,718)	(23,758)	(23,718)
5 Year Property - Rehab/New		1,117,000	-	-	-	-	-	-	-	-
Annual Taxable Income (Loss)			$ (1,161,618)	$ (1,160,917)	$ (1,160,478)	$(1,160,186)	$(1,160,210)	$(1,160,399)	$(1,160,926)	$(1,155,288)
Annual Federal LIHTC		13,477,990	1,347,799	1,347,799	1,347,799	1,347,799	170,848	-	-	-

Value Assumptions

Current (2025)

PIN	Appraised Land	Appraised Improvements	Appraised Total	Assessed Land	Assessed Improvements	Assessed Total	Assessment Ratio
1323148001	$ -	$ -	$ -	$ -	$ -	$ -	NA
Total	$ -	$ -	$ -	$ -	$ -	$ -	

Redeveloped Estimate

PIN	Appraised Land	Appraised Improvements	Appraised Total	Assessed Land	Assessed Improvements	Assessed Total	Assessment Ratio
1323148001	$ -	$ -	$ -	$ -	$ -	$ -	NA
Total	$ -	$ -	$ -	$ -	$ -	$ -	

Analysis of Tax Exempt Improvements

Pinnacle on the Park Redevelopment Area
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes: NA

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0448	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9888	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	2032	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	2033	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Pinnacle on the Park Redevelopment Area

Tax Impact Analysis

Projected Tax Revenue with Redevelopment and without Abatement

Biennial Growth Rate Assumption - Real Estate Taxe NA

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0446	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9688	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	2032	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	2033	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Pinnacle on the Park Redevelopment Area

Tax Impact Analysis

Projected Tax Revenue with Redevelopment and Abatement

Biennial Growth Rate Assumption - Real Estate Taxe NA

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0448	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9888	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	2032	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	2033	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Pinnacle on the Park Redevelopment Area
Tax Impact Analysis - Summary

Taxing District	Tax Revenue		
	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Taxing Districts
State of Missouri	$ -	$ -	$ -
Greene County General Revenue	$ -	$ -	$ -
Greene County Road and Bridge	$ -	$ -	$ -
Greene County Sheltered Workshop	$ -	$ -	$ -
Springfield-Greene County Library	$ -	$ -	$ -
Ozarks Technical Community College	$ -	$ -	$ -
Springfield R-12 School District	$ -	$ -	$ -
City of Springfield	$ -	$ -	$ -
County Seniors' Services	$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ -**

Current (2025, w/ tax-exemption)

PIN	Appraised			Assessed			Assessment Ratio
	Land	Improvements	Total	Land	Improvements	Total	
1323148001	$ -	$ -	$ -	$ -	$ -	$ -	NA
Total	$ -	$ -	$ -	$ -	$ -	$ -	

Current (2025, w/o tax-exemption)

PIN	Appraised			Assessed			Assessment Ratio
	Land	Improvements	Total	Land	Improvements	Total	
1323148001		$ 3,880,500	$ 3,880,500	$ -	$ 737,295	$ 737,295	0.19
Total	$ -	$ 3,880,500	$ 3,880,500	$ -	$ 737,295	$ 737,295	

Redeveloped Estimate

PIN	Appraised			Assessed			Assessment Ratio
	Land	Improvements	Total	Land	Improvements	Total	
1323148001		$ 8,780,000	$ 8,780,000	$ -	$ 1,668,200	$ 1,668,200	0.19
Total	$ -	$ 8,780,000	$ 8,780,000	$ -	$ 1,668,200	$ 1,668,200	

Pinnacle on the Park Redevelopment Area
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes: NA

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0448	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9888	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	2032	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	2033	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Analysis of Taxable Improvements

Pinnacle on the Park Redevelopment Area

Tax Impact Analysis

Projected Tax Revenue with Redevelopment and without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: 2%

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0448	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9888	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$1,668,200	$1,668,200	$ 500.46	$ 1,868.38	$ 1,870.05	$ 747.35	$ 3,888.57	$ 3,121.20	$ 66,541.16	$ 10,177.69	$ 787.39	$ 89,502.27
2	2027	$ -	$1,701,564	$1,701,564	$ 510.47	$ 1,905.75	$ 1,907.45	$ 762.30	$ 3,966.35	$ 3,183.63	$ 67,871.98	$ 10,381.24	$ 803.14	$ 91,292.31
3	2028	$ -	$1,701,564	$1,701,564	$ 510.47	$ 1,905.75	$ 1,907.45	$ 762.30	$ 3,966.35	$ 3,183.63	$ 67,871.98	$ 10,381.24	$ 803.14	$ 91,292.31
4	2029	$ -	$1,735,595	$1,735,595	$ 520.68	$ 1,943.87	$ 1,945.60	$ 777.55	$ 4,045.67	$ 3,247.30	$ 69,229.42	$ 10,588.87	$ 819.20	$ 93,118.16
5	2030	$ -	$1,735,595	$1,735,595	$ 520.68	$ 1,943.87	$ 1,945.60	$ 777.55	$ 4,045.67	$ 3,247.30	$ 69,229.42	$ 10,588.87	$ 819.20	$ 93,118.16
6	2031	$ -	$1,770,307	$1,770,307	$ 531.09	$ 1,982.74	$ 1,984.51	$ 793.10	$ 4,126.59	$ 3,312.24	$ 70,614.01	$ 10,800.64	$ 835.58	$ 94,980.52
7	2032	$ -	$1,770,307	$1,770,307	$ 531.09	$ 1,982.74	$ 1,984.51	$ 793.10	$ 4,126.59	$ 3,312.24	$ 70,614.01	$ 10,800.64	$ 835.58	$ 94,980.52
8	2033	$ -	$1,805,713	$1,805,713	$ 541.71	$ 2,022.40	$ 2,024.20	$ 808.96	$ 4,209.12	$ 3,378.49	$ 72,026.29	$ 11,016.66	$ 852.30	$ 96,880.13
9	2034	$ -	$1,805,713	$1,805,713	$ 541.71	$ 2,022.40	$ 2,024.20	$ 808.96	$ 4,209.12	$ 3,378.49	$ 72,026.29	$ 11,016.66	$ 852.30	$ 96,880.13
10	2035	$ -	$1,841,828	$1,841,828	$ 552.55	$ 2,062.85	$ 2,064.69	$ 825.14	$ 4,293.30	$ 3,446.06	$ 73,466.82	$ 11,236.99	$ 869.34	$ 98,817.73
					$ 5,260.92	$ 19,640.75	$ 19,658.29	$ 7,856.30	$ 40,877.32	$ 32,810.58	$ 699,491.41	$ 106,989.50	$ 8,277.17	$ 940,862.25

Pinnacle on the Park Redevelopment Area

Tax Impact Analysis

Projected Tax Revenue with Redevelopment and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: NA

Year		Assessed Value			Real Estate Taxes									
Plan	Calendar	Land	Improv.	Total	State of Missouri 0.0300	Greene County General Revenue 0.1120	Greene County Road and Bridge 0.1121	Greene County Sheltered Workshop 0.0448	Springfield-Greene County Library 0.2331	Ozarks Technical Community College 0.1871	Springfield R-12 School District 3.9888	City of Springfield 0.6101	County Seniors' Services 0.0472	Total Real Estate Taxes 5.3652
1	2026	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
2	2027	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
3	2028	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
4	2029	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
5	2030	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
6	2031	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
7	2032	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
8	2033	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
9	2034	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
10	2035	$ -	$737,295	$737,295	$ 221.19	$ 825.77	$ 826.51	$ 330.31	$ 1,718.63	$ 1,379.48	$ 29,409.22	$ 4,498.24	$ 348.00	$ 39,557.35
					$ 2,211.89	$ 8,257.70	$ 8,265.08	$ 3,303.08	$ 17,186.35	$ 13,794.79	$ 294,092.23	$ 44,982.37	$ 3,480.03	$ 395,573.51

Pinnacle on the Park Redevelopment Area
Tax Impact Analysis - Summary

Taxing District	Tax Revenue: Without Redevelopment or Abatement	Tax Revenue: With Redevelopment and Abatement	Impact on Taxing Districts
State of Missouri	$ -	$ 2,211.89	$ 2,211.89
Greene County General Revenue	$ -	$ 8,257.70	$ 8,257.70
Greene County Road and Bridge	$ -	$ 8,265.08	$ 8,265.08
Greene County Sheltered Workshop	$ -	$ 3,303.08	$ 3,303.08
Springfield-Greene County Library	$ -	$ 17,186.35	$ 17,186.35
Ozarks Technical Community College	$ -	$ 13,794.79	$ 13,794.79
Springfield R-12 School District	$ -	$ 294,092.23	$ 294,092.23
City of Springfield	$ -	$ 44,982.37	$ 44,982.37
County Seniors' Services	$ -	$ 3,480.03	$ 3,480.03
Total	**$ -**	**$ 395,573.51**	**$ 395,573.51**

EXPLANATION TO COUNCIL BILL 2025-096 (MCGULL)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the Redevelopment Plan for the Hampton-Florence Redevelopment Area, which is generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue; and declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare.

PURPOSE: To approve the Redevelopment Plan for the Hampton-Florence Redevelopment Area, which is generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue, and declare the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare.

BACKGROUND INFORMATION: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority (LCRA) Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the LCRA may authorize real property tax abatement on the assessed value of new construction or rehabilitation for 10 years for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared to be a blighted area.

Soflo, LLC (Applicant) has filed a blight report and redevelopment plan for the Hampton-Florence Redevelopment Area. The Area consists of 1.33 acres situated on six parcels generally bounded by East McDaniel Street to the north, an alley to the south, South Florence Avenue to the east, and South Hampton Avenue to the west. The Area is zoned R-HD, High-density Multi-family Residential District and is currently occupied by seven partially constructed duplexes and six single-family residential dwellings that were constructed between the years 1890 and 1947.

Passage of this Ordinance will declare the Redevelopment Area a blighted area and approve the Redevelopment Plan for the Redevelopment Area.

<u>Blight Report</u>

Sections 99.320(3) and 99.805(1), RSMo define a blighted area as:

An area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the

provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The Blight Report identifies instances of deteriorated site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes. The Report claims the presence of these conditions hinders the provision of housing accommodations and constitutes an economic or social liability and a menace to the public health, safety, and welfare.

Redevelopment Plan

The Redevelopment Plan for the Hampton-Florence Redevelopment Area proposes to redevelop the area for low-density multi-family residential housing that will include up to 14 new, multi-story duplexes fronting South Hampton Avenue and South Florence Avenue. Off-street parking will be provided behind the duplexes, accessible via a public alley located along the south side of the Redevelopment Area. As part of the proposed redevelopment, the Applicant will make significant improvements to the public alley, dedicate right-of-way along South Hampton Avenue, and extend sanitary sewer east along East McDaniel Street from South Hampton Avenue. The Applicant owns the south half of the Redevelopment Area, on which seven duplexes are currently being constructed, and is in the process of acquiring the remainder of the Area. Therefore, the Redevelopment Plan proposes to redevelop the Area in the following phases:

Phase 1: Soflo Project Area
The Soflo Project Area originally consisted of four parcels located within the south half of the Redevelopment Area (316-324 S Hampton Ave & 315-327 S Florence Ave) that were recently occupied by four residential structures, which included two single family residential dwellings, a non-permitted duplex, and a triplex. The Applicant acquired these properties in 2023 and 2024, and subsequently demolished the existing structures and combined them into a single parcel, on which seven, multi-story duplexes are currently being constructed. Construction began in fall 2024 and is estimated to be completed in fall 2025.

Phase 2: Hampton Suites Project Area
The Hampton Suites Project Area consists of four parcels located within the north half of the Redevelopment Area (306 S Hampton Ave, 307 & 311 S Florence Ave, and 1100-1104 E McDaniel St) that are currently occupied by five single-family residential dwellings. The Applicant is currently under contract to purchase these properties. Once acquired, the Applicant will demolish the existing structures, combine the parcels, and construct six additional two-story duplexes that will front onto South Hampton Avenue and South Florence Avenue. Construction is estimated to begin in fall 2025 and to be completed in fall 2026.

Phase 3: Flo 301 Project Area

The Flo 301 Project Area consists of a single parcel located at the southwest corner of South Florence Avenue and East McDaniel Street (301 S Florence Ave) that is currently occupied by a single-family residential dwelling. The Applicant is currently pursuing a first right of refusal agreement with the property owner. The timing of the acquisition of this property is not certain. However, once acquired, the Applicant will demolish the existing structure and construct a single, multi-story duplex.

Upon completion of all three phases the Redevelopment Plan will result in the construction of 28 new residential dwelling units on 1.33 acres in Center City, thus increasing the density from approximately 9.8 du/acre to 21 du/acre.

Conformance with the *Forward SGF Comprehensive Plan*

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole (i.e., the *Forward SGF Comprehensive Plan*).
The Redevelopment Plan is consistent with the Mixed-use placetype. According to the *Forward SGF Comprehensive Plan*, this placetype functions as an activity center that provides a diverse mix of residential, commercial, office, entertainment, and dining options, sometimes in the same building or on adjacent parcels, creating vibrant and dynamic districts. Standalone multi-family residential development in this placetype is appropriate if applied in a context-sensitive manner that supports an overall vision to create a vibrant and interconnected place. The Redevelopment Area is situated one block north of Walnut Street (a mixed-use district/corridor), one block south of East Saint Louis Street (a downtown arterial) and adjacent to single-family and multi-family residential uses. The proposal to construct duplex dwellings (i.e., low-density multi-family residential) at this location complements the surrounding properties and provides residential infill to support higher intensity commercial and mixed-uses along Walnut Street and East Saint Louis Street.

The Redevelopment Plan facilitates infill development within an established residential area, consistent with one of Forward SGF's goals to prioritize infill and redevelopment over outward expansion, maximizing the use of existing infrastructure and promoting more compact development. It also contributes to the goal of diversifying housing by focusing on the "missing middle" housing type. Missing middle housing is a housing type that sits between single-family homes and mid-rise apartments and includes duplexes, triplexes, townhouses, and fourplexes. It is specifically mentioned in Forward SGF as a way to increase housing diversity and provide a wider range of more equitable housing choices.

Workable Program

The Workable Program, as per Chapter 40, Article II, Springfield City Code, establishes a framework for the City of Springfield to evaluate and implement requests for real

property tax abatement pursuant to LCRA Law. It includes elements such as a but-for test, tax impact analysis, verification of blight within legacy blighted areas, and enhanced notification requirements. Subject to certain criteria, the City Council may grant an exception to the but-for test and tax impact analysis if it declares, by resolution, this Redevelopment Plan to be a Multi-project Redevelopment Plan. The purpose of this exception is to allow flexibility to ensure that tax abatement is available for future redevelopment of areas of the City which contain widespread evidence of blight, where an area-wide plan, as opposed to a project-specific plan, for redevelopment is necessary to remediate said blight. The Applicant requests the City Council adopt a resolution declaring the Redevelopment Plan for the Hampton-Florence Redevelopment Area a Multi-project Redevelopment Plan. Such resolution will be submitted for City Council consideration following the second reading of this bill and pending a vote to adopt the Redevelopment Plan.

REMARKS: The Land Clearance for Redevelopment Authority ("LCRA") reviewed the Blight Report and the Redevelopment Plan on April 1, 2025, and voted 3-0 to recommend the Redevelopment Area be declared a blighted area and the Plan be approved.

The Planning and Zoning Commission reviewed the Redevelopment Plan on April 10, 2025, and voted 6-1 to recommend the Plan be approved based on findings that the Plan conforms with the *Forward SGF Comprehensive Plan*.

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. Hampton-Florence Redevelopment Plan
2. Hampton-Florence Redevelopment Plan_exh1

One-rdg. _____
P. Hrngs. X
Pgs. 91
Filed: 04-29-25

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-096 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Redevelopment Plan for the Hampton-Florence Redevelopment Area, which is generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue; and declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, and welfare.

_____

WHEREAS, the Land Clearance for Redevelopment Authority ("LCRA") Law, sections 99.300-99.715, RSMo., provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas, including real property tax abatement on the assessed value of new construction or rehabilitation for 10 years; and

WHEREAS, pursuant to the LCRA Law, Soflo, LLC ("Applicant"), has filed a blight report and Redevelopment Plan for the Hampton-Florence Redevelopment Area, which consists of approximately 1.33 acres situated on 6 parcels generally bounded by East McDaniel Street to the north, an alley to the south, South Florence Avenue to the east, and South Hampton Avenue to the west, to be completed in three phases; and

WHEREAS, the LCRA reviewed the blight report, attached hereto and incorporated herein as "Exhibit 1," at a public meeting on April 1, 2025, and recommended declaring the Hampton-Florence Redevelopment Area a blighted area by a vote of 3 to 0; and

WHEREAS, the Planning and Zoning Commission reviewed the Hampton-Florence Redevelopment Plan at a public meeting on April 10, 2025, and recommended approval of the Hampton-Florence Redevelopment Plan by a vote of 6 to 1; and

WHEREAS, City Council held a public hearing on May 5, 2025, and all interested parties, including affected political subdivisions, were given the opportunity to be heard on such request.

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

Section 1 – The Hampton-Florence Redevelopment Plan for the redevelopment of the area generally located along the south side of East McDaniel Street between South Hampton Avenue and South Florence Avenue in Springfield, Missouri, as shown in “Exhibit 1,” is hereby approved.

Section 2 – City Council finds and declares that the area described in Hampton-Florence Redevelopment Plan, which is more particularly described in “Exhibit A of Exhibit 1” and “Exhibit C of Exhibit 1” (“Redevelopment Area”), is a blighted area as defined by Sections 99.320(3) and 99.805(1), RSMo., and the redevelopment thereof is necessary for public convenience and necessity; and that approval of the Redevelopment Plan and construction of the redevelopment project described therein are necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare.

Section 3 – City Council finds that the Redevelopment Plan is in compliance with all relevant sections of Chapter 40, Article II of the Springfield City Code.

Section 4 – The City Manager, or designee, shall take all steps necessary to inform the Greene County Assessor of the granting of such and the passage of this Ordinance.

Section 5 – The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed to be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

EXHIBIT I

BLIGHT REPORT

&

REDEVELOPMENT PLAN

FOR THE

HAMPTON - FLORENCE REDEVELOPMENT AREA

301, 307, 311, 315, 323, 327 South Florence

& 306, 328 South Hampton

& 1100, 1104 East McDaniel

Springfield, MO

February 28th, 2025

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MAP OF JORDAN VALLEY PARK TIF AREA ……..... EXHIBIT B

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LEGAL DESCRIPTION OF SOFLO PROJECT AREA ……..……..… EXHIBIT D

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LEGAL DESCRIPTION OF FLO 301 PROJECT AREA ……. EXHIBIT F

EVIDENCE IN SUPPORT OF BLIGHT [PHOTOS/ POLICE REPORTS] …. EXHIBIT G

PRELIMINARY SITE PLANS AND RENDERINGS SOFLO PROJECT ….. EXHIBIT H

PRELIMINARY SITE PLANS AND RENDERINGS HAMPTON SUITES… EXHIBIT I

PRELIMINARY SITE PLANS AND RENDERINGS FLO 301 PROJECT …. EXHIBIT J

Blight Report

I. GENERAL DESCRIPTION

To encourage rehabilitation and development in "blighted areas", the Land Clearance for Redevelopment Authority Law (LCRA Law), as set forth in sections 99.300 through 99.660 of the Missouri Revised Statutes, defines "blight" and intends to foster cooperation between public and private entities to improve these areas.

The LCRA describes "blighted area" as follows (Section 99.320 and 99.805 of the Missouri Revised Statutes [1]):

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

Missouri Courts have found that when an area meets one or more of the first three factors above that lead to any of the next three conditions in the second half of the definition, an area may be deemed "blighted".

The purpose of the Blight Report is to demonstrate that the described properties (Redevelopment Area), in its present condition and use, show a predominance of:

(1) insanitary or unsafe conditions,

(2) deterioration of site improvements or,

(3) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors

Which leads to:

(a) Retardation of the provision of housing accommodations or
(b) constitutes an economic and social liability or
(c) is a menace to public health, safety, morals, or welfare.

[1] See MO, Rev. Stat. 99.320 (3) and 99.805 (2)

II. INTRODUCTION

The Blight Report for the Hampton—Florence Redevelopment Area (this "Blight Report") is made for the purpose of documenting the blighted conditions affecting the proposed Redevelopment Area (as hereinafter defined). This Blight Report demonstrates (i) that the Redevelopment Area is a "blighted area" under the Missouri Revised Statutes, Sections 99.320 and 99.805 due to it being an area which, "by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use."[2] Additional supporting photographic evidence of blight is attached hereto as Exhibit G.

Furthermore, the Redevelopment Area is located within the Jordan Valley Park (JVP) Tax Increment Financing (TIF) Area[3], which the City Council declared a blighted area pursuant to the TIF Act in 2000 by Special Ordinance 24114. Although the Redevelopment Area is already located within a blighted area, it must be declared a blighted area pursuant to the LCRA Law.

The Redevelopment Area is in a state of severe blight, posing a direct threat to public health and safety. These ongoing conditions also have significant economic consequences, as blighted properties deter investment, reduce property values, and hinder the ability to generate reasonable tax revenue. Vacant and deteriorating buildings create an environment conducive to crime, including vandalism, illegal drug activity, and squatting, making it even more difficult to attract businesses or new residents to the area. Without redevelopment, this cycle of decay continues, placing a greater financial burden on the city while preventing the community from realizing its full economic potential. Addressing these blighted conditions is not just a matter of revitalization—it is essential to restoring safety, stability, and long-term economic viability to the area.

III. REDEVELOPMENT AREA

The Redevelopment Area is comprised of six parcels, which totals approximately 1.327 acres of real property located at 301, 307, 311, 315, 323, 327 South Florence Avenue**,** 306, 328 South Hampton Avenue, and 1100, 1104 East McDaniel Avenue, in the City of Springfield, Missouri (the "Redevelopment Area"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A"[4] and the Redevelopment Area is legally described on Exhibit "C"[5] attached hereto and incorporated herein.

The Redevelopment Area is located between South Hampton Avenue, and South Florence Avenue, and South of East McDaniel Avenue, and North of East Walnut Street.

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[2] See MO, Rev. Stat. 99.320 (3) and 99.805 (2)
[3] Exhibit B: Map of Redevelopment Area; Map of Jordan Valley Park TIF Blighted Area
[4] Exhibit A: Map of Redevelopment Area; Zoning Map
[5] Exhibit C: Legal Descriptions of Redevelopment Area

The area consists of the following three project areas that will be redeveloped as phases. All properties are zoned R-HD, High-density Multi-family Residential District.

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue [6]

The Developer (Soflo, LLC) purchased the properties at 315, 323, 327 South Florence & 328 South Hampton over the year(s) of 2023-2024. There was a total of four structures on the three parcels of land, approximately ranging in age from the 1920's to the 1960's. Two were single family structures and two were multifamily structures (one non permitted duplex and one triplex). In 2024, these structures were demolished for safety reasons after the city determined them to be a life & safety issue. The developer intends to transform the land in accordance with the Redevelopment Plan and the project has been permitted and is under construction.

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue [7]

The Developer (Hampton Suites, LLC) contracted the purchase of the property at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100-1104 East McDaniel Avenue. There are a total of seven structures on the four parcels of land, approximately ranging in age from the 1900's to the 1940's, which consist of five single family structures, and two garages. These properties are to be vacant in or before end of May, as any remaining tenants will not be releases.

Flo 301 Project Area

Located at 301 South Florence Avenue [8]

The owner (Maclachlan Properties, LLC) purchased the property in 1995, according to the county assessors, and the dwelling unit was renovated in the 1990's, nearly thirty years ago. The property has been vacant intermittently over the past five years.

IV. EVIDENCE IN SUPPORT OF BLIGHT

Several properties within the Redevelopment Area, are quickly nearing the end of their economic life, which is of comparable age and is substantially similar condition to many of the blighted properties within these adjacent areas.

[6] Exhibit A: Map of Redevelopment Area; Multi Projects Map
[7] Exhibit A: Map of Redevelopment Area; Multi Projects Map
[8] Exhibit A: Map of Redevelopment Area; Multi Projects Map

The key factors evidencing the Redevelopment Area as a "blighted area" under section 99.320(3) of the Missouri Revised Statutes are discussed in detail below. Photographs demonstrating some of these factors are included in Exhibit "G"[9].

A. INSANITARY OR UNSAFE CONDITIONS

When evaluating insanitary conditions in an area, it is essential to consider a combination of factors that contribute to public health and safety risks. According to Chapter 99, an "insanitary area" is characterized by a predominance of buildings and improvements that suffer from dilapidation, deterioration, age, or obsolescence. These conditions can lead to economic and social liabilities, ultimately harming public health, safety, and overall welfare.[10]

The properties in this area have been a consistent hotspot for criminal activity, with over thirty reported incidents involving the Springfield Police Department over the past decade. These crimes range from vehicle theft and felony burglary to violent offenses such as assaults causing bodily harm.[11] The frequency and severity of these incidents highlight the ongoing safety concerns for residents, visitors, and law enforcement alike. The lack of security and the deteriorating conditions of the properties make them an easy target for criminal activity, further perpetuating the cycle of blight and public endangerment.

Beyond property crimes like vandalism, trespassing, and robbery, more serious offenses, including firearm thefts from vehicles and home invasions, have taken place. The area has even seen reports of sexual assault, demonstrating the urgent need for intervention to restore safety and stability. As long as these properties remain neglected and unprotected, they will continue to attract criminal behavior, further diminishing the quality of life in the surrounding community. Redevelopment efforts are not just about improving aesthetics—they are crucial to addressing these ongoing safety concerns and preventing further crime.

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

The property is currently in a partially constructed state and is entirely uninhabitable. In its present condition, it would not meet building code requirements, making it unsuitable for occupancy. The unfinished structures lack the necessary components to ensure safety, stability, and compliance with regulations. Without significant improvements and completion of construction, the site remains unfit for residential use.[12]

Beyond the structures themselves, the land, in its current state, is also non-compliant with current grading codes. Walkways are incomplete and lack the necessary handrails, creating potential safety hazards for pedestrians. Additionally, there are no designated parking spaces on-site, further complicating accessibility and usability. Without proper infrastructure in place, the property does not provide the essential amenities required for functional development.

Traffic egress has also not been addressed, making entry and exit from the site difficult and potentially

[9] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[10] See MO, Rev. Stat. 99.320 (9)
[11] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[12] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]

unsafe. Without a completed traffic flow system, the property poses logistical challenges for future use. Overall, the combination of structural incompleteness, safety concerns, and lack of essential infrastructure renders the site unsuitable in its current condition, requiring significant improvements before it can be deemed viable for occupancy or use.

The developer has faced repeated incidents of vandalism and theft, severely impacting the project's progress and security. Electrical wires have been cut, windows have been shattered, and valuable construction materials have been stolen, further delaying. Law enforcement has been called multiple times in response to these disturbances, highlighting the ongoing vandalism and criminal problems in this area. These repeated acts of trespassing and destruction not only create financial setbacks but also contribute to an unsafe environment, making it difficult to move forward with construction.

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

The property is in a severe state of disrepair, with structural, environmental, and health hazards throughout. The garage is unsafe for entry due to extensive water damage, which has led to mildew, fungus, and potential mold growth on floors, walls, doors, and cabinets. Saturated subfloors have weakened the structural integrity of the building, making it dangerous to walk through. Additionally, the foundation is failing, as it was built directly on dirt without proper footings, further compromising the stability of the structure. Windows have been broken out by vagrants and hastily covered, leaving the property exposed to the elements and unauthorized access.

The electrical system is outdated and hazardous, with melted wiring and old, unsafe fuse boxes posing a major fire risk. The HVAC system is equally problematic, featuring asbestos-lined ductwork that could be dangerous if disturbed. The basement is improperly ventilated, worsening moisture-related issues, while the siding and soffit are falling off the eaves, with asbestos-containing materials present on the exterior.[13]

Sewer problems add another layer of concern, with broken lines causing human waste to back up into basements. The sewer laterals cross property lines, with some homes situated directly over their neighbors' sewer lines, creating further complications. Outside, the property continues to deteriorate, with rotting window trim, chipping lead-based paint, and stone walls collapsing into the public sidewalk, creating additional hazards. The deteriorated bath areas, combined with excessive moisture, have fostered an environment for mold and bacteria, further making the property unsafe and unlivable.

B. DETERIORATION OF SITE IMPROVEMENTS

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

These properties exhibit significant structural and maintenance issues that compromise both safety and habitability. The porches are sagging, indicating deterioration, while the exterior door jambs are

[13] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]

rotting, further weakening the integrity of the entryways. Many windows are in a state of disrepair, with multiple broken panes contributing to both security concerns and energy inefficiency. Additionally, the foundation is failing, on several of these houses, due to subpar construction on dirt without proper footings, undermining the overall stability of the structure.[14]

The exterior condition is equally concerning, with rotting window framing and chipping paint evident throughout. Given that both structures were built before 1978, there is a high likelihood that the paint contains lead, posing a health hazard where it is deteriorating and flaking. The fascia has exposed raw wood, further accelerating the risk of weather damage, while the siding and front porch railings show visible signs of chipping paint and neglect. The flooring throughout the properties, are sagging, indicating underlying structural issues. In the basement, improper crawl space ventilation exacerbates moisture-related problems, further threatening the foundation's stability. The garage at 306 South Hampton Avenue is in a severe state of deterioration, with its roof, walls, and door collapsing. Electrical safety is another major concern, with exposed wiring throughout the living areas, and with original outdated fuse panels. All of these properties contain different types and ages of wiring that are not up to code, predating modern licensing requirements, creating a fire hazard. The overall state of disrepair makes the property not only structurally unsound but also a potential safety risk to its occupants.[15]

Flo 301 Project Area

Located at 301 South Florence Avenue

The property exhibits hazardous structural issues. The porch lacks railing, creating a dangerous situation for anyone using the space. Additionally, the porch joists are rotting, due to water exposure, compromising the structural integrity of the entire area and increasing the likelihood of collapse. The foundation is being compromised by a tree growing directly into the structure. This intrusion threatens the stability of the home, potentially causing cracks, shifting, or long-term foundation failure. Further exacerbating the issues, the gutters are deteriorating and falling off, preventing proper drainage and increasing the risk of water damage. Without functional gutters, rainwater can intrude behind siding and cause severe accelerating rot to the structure and mold growth, and further structural degradation.[16]

C. EXISITANCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

Unfinished new construction projects can pose serious risks to a community, creating both safety hazards and inviting unwanted criminal activity. With exposed electrical wiring, large debris, and unused materials scattered around, these sites become dangerous for both residents and trespassers. Open wiring poses an electrocution risk, especially if left exposed to the elements, while loose debris and construction

[14] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[15] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[16] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]

materials can become hazards or even be used as projectiles in acts of vandalism. Without completion, due to financial hardship, sites that become abandoned, can quickly deteriorate, turning into breeding grounds for dangerous incidents.

Moreover, unfinished construction projects often attract vandalism, illegal dumping, and other forms of criminal harm. When a site remains vacant and unprotected for long periods, it becomes an easy target for graffiti, broken windows, and even theft of valuable materials such as copper wiring or lumber. These acts of destruction not only increase cleanup and repair costs but also bring down property values and create an overall sense of neglect within the neighborhood. Over time, a single abandoned site can contribute to a broader decline in the area, discouraging investment and making it harder to attract new businesses or homeowners.

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

The condition of the properties has deteriorated significantly, posing both structural and environmental hazards. The asbestos siding is cracked, potentially exposing the dangerous material and increasing the risk of airborne contamination. Lead-based paint is chipping away from window frames, creating a serious health concern, especially if the particles become airborne or settle where children or pets could be exposed. Wooden privacy fences are collapsing, no longer serving their purpose and adding to the overall state of disrepair. The steps leading from porches have rotted away, making entry and exit hazardous, while front porch railings have also decayed to the point of falling apart, further increasing safety risks.[17]

Structural integrity is a major concern, as the old stone foundations are failing due to years of water intrusion and neglect. Many of these homes were built directly on dirt without proper footings, making them particularly unstable over time. Gutters are falling off, preventing proper water drainage, and accelerating foundation damage. Overgrown trees loom dangerously over the houses, with the risk of falling limbs causing serious damage during storms. Cracked, broken, and uneven driveways create tripping hazards, adding another layer of risk to an already dangerous environment. Beneath the homes, the situation worsens, as skunks, raccoons, and other animals have taken up residence, further destabilizing the foundations. Additionally, broken sewer lines have led to raw sewage backing up into basements, creating not only a horrific sanitation issue but also a severe health hazard for anyone in the vicinity. The combination of these issues makes the properties not just unlivable but potentially actively dangerous to the school just north of this area.

V. IMPACT OF REDEVELOPMENT AREA'S BLIGHTED CONDITIONS

Under Missouri law, a redevelopment area must meet only one of three criteria to be deemed blighted: (1) it hinders the provision of housing accommodations, (2) it constitutes an economic or social liability, or (3) it poses a menace to public health, safety, morals, and welfare.[18] The conditions within the

[17] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[18] See MO, Rev. Stat. 99.320 (3) and 99.805 (2)

Redevelopment Area clearly meet all three of these criteria, as the site has become both an economic liability and a serious threat to public safety.

Vacant, dilapidated properties and unfinished-construction housing projects significantly hinder the provision of housing accommodations by reducing the available supply of safe and livable homes. When properties sit abandoned or remain in a state of disrepair, they become uninhabitable, removing potentially valuable housing stock from the market. These structurally unsound properties not only fail to meet modern safety and habitability standards but also discourage investment and redevelopment due to the high costs of rehabilitation. Additionally, incomplete construction projects that are left unfinished due to financial issues, permitting delays, or other setbacks contribute to the housing shortage by occupying land that could otherwise be developed into functional residences.

Beyond the immediate loss of available housing, these neglected and unfinished properties have a ripple effect on the surrounding community. They often attract crime, vandalism, and trespassing, making the area less desirable for prospective residents and developers. Their presence can also depress nearby property values, discouraging new housing developments and deterring potential homeowners or renters from moving into the area. Without intervention, these properties remain an obstacle to housing availability, limiting options for those in need while exacerbating the broader housing crisis by reducing the overall supply of safe homes. Addressing these issues through redevelopment and policy incentives is critical to ensuring that vacant and deteriorating properties do not continue to be a barrier to housing accommodations.

Several of these properties are in a state of severe deterioration, nearing the end of its economic life. The current taxable value is significantly below other newly developed neighboring properties, generating a minimal property tax liability of $7,837.52[19], in which the City receives $891.23 per year. This is significantly lower than the potential revenue generated by surrounding redeveloped properties, underscoring the area's economic inefficiency and lost potential.

The hazardous and unsanitary conditions within the Redevelopment Area create a direct risk to public health and safety, particularly given the building's vacancy. These factors not only endanger citizens and surrounding properties but also encourage criminal activity such as trespassing, vandalism, and illegal occupation. Without comprehensive redevelopment, the area will continue to deteriorate, further decreasing property values and increasing financial strain on the city. The cost of remediation far exceeds the property's current value, making rehabilitation impractical without significant investment. If left unaddressed, the site will remain underutilized and unsafe, preventing the city from realizing its full economic potential while continuing to drain resources and deter growth.

		CURRENT ASSESSMENT		CURRENT CITY ALLOCATION		
Project	*Address*	*Appraised Value*	*Assessed Value*	*Tax 2024 [Actual]*	*City / Yr*	*City / 10 Yr*
Soflo Project	327 S Florence	83,700.00	15,900.00	853.06	97.01	970.06
	323 S Florence	76,100.00	14,460.00	775.82	88.22	882.20
	315 S Florence	101,600.00	19,300.00	1,035.50	117.75	1,177.49
	328 S Hampton	107,900.00	20,500.00	1,099.87	125.07	1,250.71
Hampton Suites Project	306 S Hampton	104,900.00	19,930.00	1,069.29	121.59	1,215.93
	1100-1104 E McDaniel	85,800.00	16,300.00	874.53	99.45	994.46
	311 S Florence	84,800.00	16,110.00	864.33	98.29	982.87
	307 S Florence	56,000.00	10,640.00	570.86	64.91	649.15
Flo 301 Project	301 S Florence	68,100.00	12,940.00	694.26	78.95	789.47
	Total	768,900.00	146,080.00	7,837.52	**891.23**	8,912.34

2024 Tax Levy Analysis

[19] See 2024 Tax Levy Analysis

VI. CONCLUSION

The Redevelopment Area is plagued by unsanitary and unsafe conditions, significant deterioration of site improvements, and numerous hazards that pose a direct threat to life and property, including fire risks and structural instability. These factors have rendered the area not only unlivable but also a growing economic and social liability. In its current state, it undermines public health, safety, and overall community welfare. The Redevelopment Area qualifies as a "blighted area" as defined in section 99.805(1)[20] of the Missouri Revised Statutes. The ongoing neglect and hazardous conditions continue to hinder redevelopment efforts, discouraging investment and further contributing to the area's decline.

Given these circumstances, the City of Springfield should take action under the LCRA Law to officially designate the Redevelopment Area as a blighted area. Doing so would enable the city to implement necessary redevelopment strategies, facilitating rehabilitation efforts and attracting investment to revitalize this deteriorating portion of the city. By leveraging available redevelopment tools, the city can work to restore the area's safety,

[20] See MO, Rev. Stat. 99.805 (1)

REDEVELOPMENT PLAN

FOR THE HAMPTON-FLORENCE REDEVELOPMENT AREA

I. INTRODUCTION

Soflo, LLC (the "Developer") has prepared the following redevelopment plan for the redevelopment of approximately 1.327 acres generally located between South Hampton Avenue, and South Florence Avenue, and South of East McDaniel Avenue, and North of East Walnut Street. The redevelopment of this area will take place in multiple phases, beginning with the Soflo Project Area, followed by the Hampton Suites Project Area and the Flo 301 Project Area. Each of these initiatives is outlined in detail within the Redevelopment Plan, with a focus on revitalizing underutilized properties and enhancing the neighborhood's housing options. By strategically planning these projects, the redevelopment aims to create a cohesive and well-integrated community that aligns with the area's needs and growth objectives.

The Soflo Project Area involves redeveloping three previously separate parcels, now combined into one site located at 315, 323, and 327 South Florence Avenue and 328 South Hampton Avenue in Springfield, Missouri, for the construction of a fourteen-unit residential housing development. This project is a crucial step in transforming the area by increasing housing availability, improving infrastructure, and contributing to the long-term revitalization of the neighborhood. Further details on the Soflo Project's design, impact, and implementation can be found throughout this Redevelopment Plan. Additionally, one of the purposes of this plan is enable to utilize partial real property tax abatement pursuant to the Land Clearance for Redevelopment Authority Law to facilitate redevelopment.[21]

The Redevelopment Area offers exceptional accessibility, with bike-friendly infrastructure and dedicated parking to encourage alternative transportation options. Residents will benefit from a highly walkable environment, with downtown businesses, entertainment venues, and key amenities just steps away. The development is conveniently situated near the Springfield Cardinals minor league baseball stadium, local supermarkets, restaurants, and Missouri State University, making it an ideal location for students, professionals, and families alike. Additionally, nearby bus stops, medical facilities, and employment centers provide easy access to essential services, further enhancing the appeal of this vibrant, connected community.

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

This project is multi-family residential, housing development which will bring new housing to the area, enhancing the community with modern, high-quality living spaces while maintaining the character of the neighborhood. Designed to complement the surrounding neighborhood, the development will feature architecture and aesthetics in line with the existing housing stock, ensuring a seamless blend with the historic neighborhood to the south on Walnut Street. The new buildings will be of similar height and scale to the surrounding structures, preserving the visual harmony of the area while providing much-needed residential options. This project is in its early stages and remains far from completion.

[21] Exhibit A: Map of Redevelopment Area; Multi Projects Map

Other projects that will be developed in the future and after the Soflo Project Area, (the "Future Projects") are generally described as follows:

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

This project is multi-family residential housing development, designed to enhance the neighborhood while maintaining the character and scale of the surrounding area. The development will be thoughtfully integrated into the community, with architectural aesthetics, style, and design, that complement the existing properties and the Soflo redevelopment project. The height and size of the structures will align with those in the historic Walnut Street district to the south, ensuring a seamless transition between old and new while preserving the neighborhood's charm. Additionally, the project will prioritize bike accessibility and ample parking, encouraging alternative transportation options and reducing congestion in the area. This project is estimated to begin in fall of 2025.

Flo 301 Project Area

Located at 301 South Florence Avenue

This project is multi-family residential housing development, which will provide modern living spaces while maintaining the character and scale of the surrounding neighborhood. Designed with a focus on accessibility and sustainability, the development will include bike-friendly infrastructure and dedicated parking, encouraging alternative transportation options. The architectural style, and design, will complement the existing properties, and the Soflo and Hampton Suites Redevelopment projects, ensuring that the new residences blend seamlessly with the surrounding community. By maintaining a similar height and size to the historic neighborhood to the south on Walnut Street, the project will preserve the area's charm while introducing much-needed housing options. The sellers are not currently willing to sell, but we fully intend to purchase and develop the land once they decide to do so. As a result, the timeline for starting the project remains uncertain and dependent on when the property becomes available. While we are committed to moving forward with development, we must wait until the sellers are ready to proceed, making it difficult to establish a definitive start date at this time.

II. DESCRIPTION OF THE PROJECT

A) BOUNDARIES OF THE REDEVELOPMENT AREA

The Redevelopment Area is generally bounded by E McDaniel St to the north, an alley to the south, S Florence Ave to the east, and S Hampton Ave to the west. It consists of six parcels, totaling approximately 1.327 acres of real property, addressed as 301, 307, 311, 315, 323, and 327 S Florence Ave; 306 and 328 S Hampton Ave; and 1100 and 1104 E McDaniel Ave. A map identifying the Redevelopment Area is attached as Exhibit "A" [22] and incorporated herein. A legal description of the

[22] Exhibit A: Map of Redevelopment Area; Multi Projects Map

Redevelopment Area and is attached as Exhibit "C"[23] and incorporated herein. All properties are zoned R-HD, High-density Multi-family Residential District.

B) BOUNDARIES OF THE SOFLO PROJECT AREA

The Soflo Project Area contains a single, recently combined parcel. They are addressed as 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue in Springfield, Missouri.[24] The Soflo Project Area consists of approximately .6638 acres (approx. 28,900 square feet). A map identifying the Soflo Project Area is attached hereto as Exhibit A[25] and is legally described on Exhibit D[26] attached hereto.

The Developer (Soflo, LLC) purchased the properties over the year(s) of 2023-2024. There was a total of four structures on the three parcels of land, approximately ranging in age from the 1920's to the 1960's. Two were single family structures and two were multifamily structures [one non permitted duplex and one triplex]. In 2024, these structures were demolished for safety reasons after the city has determined it to be a life & safety issue. The property is currently in a partially constructed state and is entirely uninhabitable. In its present condition, it would not meet building code requirements, making it unsuitable for occupancy. Without significant improvements and completion of construction, the site remains unfit for residential use.[27] The developer intends to complete the project, pending an approval of partial real tax abatement, in accordance with the Redevelopment Plan.[28]

Furthermore, the developer dedicated approximately 1,125 square feet of land (7.5 feet by 150 feet) along the east side of South Hampton Avenue to the City of Springfield as additional right-of-way to meet roadway requirements. This ensures compliance with city regulations and allows for proper infrastructure planning. The right-of-way acquisition was handled by the City of Springfield's Traffic Department, Zoning Department, and Right-of-Way Department, ensuring that all necessary approvals and adjustments were made before redevelopment proceeded.

C) BOUNDARIES OF THE HAMPTON SUITES PROJECT AREA

The Hampton Suites Project Area contains four (4) parcels of land, which will be combined into one parcel. They are addressed as 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue in Springfield, Missouri. The Hampton Suites Project Area consists of approximately .5389 acres (approx. 23,400 square feet). A map identifying the Hampton Suites Project Area is attached hereto as Exhibit A[29] and is legally described on Exhibit E[30] attached hereto.

There are a total of five single family dwellings, approximately ranging in age from the 1900's to the 1940's, and three accessory structures. These properties are to be vacant in or before end of May, as any remaining tenants will not be releases.

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[23] Exhibit C: Legal Description of Redevelopment Area
[24] Exhibit H: Preliminary Site Plans and Renderings: Soflo Project Area
[25] Exhibit A: Map of Redevelopment Area; Multi Projects Map
[26] Exhibit D: Legal Description of Soflo Project Area
[27] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]
[28] See "Redevelopment Plan; D) Execution of the Project; c) Financing"
[29] Exhibit A: Map of Redevelopment Area; Multi Projects Map
[30] Exhibit E: Legal Description of Hampton Suites Project Area

D) BOUNDARIES OF THE FLO 301 PROJECT AREA

The Flo 301 Project Area contains a single parcel of land. This is addressed as 301 South Florence Avenue in Springfield, Missouri. The Flo 301 Project Area consists of approximately .124 acres (approx. 5,400 square feet). A map identifying the Flo 301 Project Area is attached hereto as Exhibit A[31] and is legally described on Exhibit F[32] attached hereto.

This property was purchased by current owners in 1995 and has once been renovated in the 1990's, nearly thirty years ago. The property has been vacant intermittently over the past five years.

E) NEED FOR REDEVELOPMENT

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The implementation of this Redevelopment Plan will eliminate the blighted conditions described in the Blight Report and briefly discussed here. The Redevelopment Plan will permit projects like the Soflo Project, Hampton Suites Project, and Flo 301 Project to develop the necessary utility infrastructure currently lacking to support significant redevelopment. It will also permit the removal of vacant, deteriorated, and dangerous buildings while simultaneously cleaning the Redevelopment Area more generally of structurally failing housing, glass, overgrowth, trash, etc. The economic and social liability of the Redevelopment Area caused by the significant deterioration of physical conditions, lack of development, and reduced commercial and residential traffic will be replaced with high quality and attractive multi-family residential projects. The Redevelopment Area is a prime opportunity to create a desirable living environment for residents and promoting increased traffic and economic opportunities within the mixed-use area, and just north of the iconic Historic Walnut Street and Missouri State University and just South of the minor league Springfield Cardinals baseball stadium, while increasing the taxable revenues to the City of Springfield.

F) REDEVELOPMENT PLAN OBJECTIVES AND STRATEGIES

a) GOALS OF THE SPRINGFIELD- FORWARD SGF COMPREHENSIVE PLAN

The Redevelopment Plan focuses on the redevelopment of a blighted area near downtown for low-density multi-family housing, with an emphasis on "missing middle" options like duplexes, townhomes, and multiplexes, which strongly aligns with the Forward SGF Comprehensive Plan.

Mixed Use Placetype Compatibility

The Mixed Use placetype is designed to support a wide variety of uses from residential, commercial, artisan, and even light industrial. It promotes adaptive reuse of existing buildings and aims to create lively, walkable areas. Adding low-density multi-family homes here fits seamlessly, supporting a diverse mix of uses and contributing to a more vibrant neighborhood.[33]

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[31] Exhibit A: Map of Redevelopment Area; Multi Projects Map
[32] Exhibit F: Legal Description of Flo 301 Project Area
[33] FORWARD SGF Comprehensive Plan, Ch 5 Land Use & Development, page 44

Supporting Blight Redevelopment

Forward SGF is clear, revitalizing aging neighborhoods and disinvested corridors is a major priority. Rebuilding in a blighted area helps meet that goal, breathing life back into underused properties. This aligns with the city's land bank efforts focused on turning vacant lots into productive spaces that strengthen the surrounding community.[34]

Missing Middle Housing & Neighborhood Diversity

The plan directly supports Forward SGF's push for housing diversity, especially the "missing middle" housing types that fall between single-family homes and large apartment complexes. Adding options like duplexes and townhomes helps meet the needs of young professionals, new families, and seniors while still blending into the neighborhood's character. [35]

Design & Context Sensitivity

More than anything, Forward SGF emphasizes good design. It's not just about what gets built but how it fits. Projects should match the scale, style, and feel of the neighborhood, especially when transitioning between different land uses. This well-designed multi-family project seamlessly complements the surrounding area.[36]

Creating Complete Neighborhoods

This development also supports the goal of creating complete neighborhoods, places where people have diverse housing choices, good connectivity, and easy access to shops, services, and amenities. Adding missing middle housing near downtown boosts walkability and livability.[37]

Downtown Proximity & Economic Impact

Being close to downtown is another plus. More residents mean more foot traffic, support for local businesses, and a stronger urban core, exactly what Forward SGF envisions. Plus, the Mixed Use area naturally serves as a transition zone from the bustling downtown to quieter residential neighborhoods.[38]

Chapter 5 (Land Use & Development)

The plan to redevelop a blighted area near downtown with low-density multi-family housing, focused on "missing middle" options like duplexes and townhomes, closely aligns with the Forward SGF Comprehensive Plan. Situated within the Mixed Use placetype, the project supports the city's vision of creating vibrant, walkable neighborhoods that blend residential, commercial, and light industrial uses. Adding this housing type promotes connectivity, enhances livability, and encourages adaptive reuse of underutilized spaces.

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[34] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 69
[35] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 72
[36] FORWARD SGF Comprehensive Plan, Ch 5 Housing & Neighborhoods, page 44
[37] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 69
[38] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 70

This redevelopment also advances Forward SGF's goal of revitalizing aging neighborhoods and corridors. By transforming a blighted site into productive use, the project aligns with land bank strategies aimed at stabilizing communities and attracting reinvestment. Forward SGF highlights the importance of housing diversity, and missing middle options offer much-needed choices for families, young professionals, and seniors while preserving neighborhood character.

Equally important is the plan's focus on thoughtful design and context. The development is expected to complement the surrounding area's scale and style, supporting the creation of complete neighborhoods with access to housing, jobs, and amenities. Its downtown proximity strengthens the urban core by boosting foot traffic and supporting local businesses. This effort aligns with Chapter 5's emphasis on infill and mixed-use.[39]

Chapter 7 (Housing & Neighborhoods):

Chapter 7 of the Forward SGF Plan focuses on creating complete neighborhoods with a range of diverse housing options, strong connectivity, and access to goods, services, and community facilities. Targeting "missing middle" housing—such as duplexes, townhomes, and multiplexes—directly supports this goal by offering alternatives between single-family homes and larger apartment complexes. These housing types help expand choices for a variety of household types, including young professionals, families, and seniors, while promoting equity and inclusivity.

Revitalizing disinvested neighborhoods is another key objective. Redeveloping a blighted area near downtown supports this by encouraging reinvestment and stabilizing property values. Initiatives like **Restore SGF** further promote neighborhood renewal and align with the plan's strategy to transform underutilized lots or aging properties into productive uses that fit the scale and character of surrounding neighborhoods.

The plan also emphasizes thoughtful design, prioritizing compatibility and context over strict land-use labels. While this project introduces low-density multi-family housing, its focus on quality design and neighborhood character aligns with Forward SGF's place-based approach. Ultimately, redeveloping this site supports the broader vision of building vibrant, complete neighborhoods that blend residential uses within the Mixed Use placetype, strengthen community connections, and maximize reinvestment opportunities.

The planned low-density multi-family redevelopment of a blighted area near downtown aligns with several priorities of the Forward SGF Comprehensive Plan. Located within the Mixed Use placetype, this project supports the city's vision of integrating residential, commercial, and neighborhood-serving businesses to create vibrant, walkable spaces. Multifamily uses, especially along reinvestment corridors or as a transition to lower-density areas, are considered compatible within Mixed Use zones, making this location ideal for infill housing.

Revitalizing this blighted site also advances Forward SGF's focus on reinvestment in underutilized or vacant properties, particularly through initiatives like the Springfield Land Bank. Transforming an abandoned area into productive housing supports neighborhood stabilization and strengthens older

[39] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 69

communities facing disinvestment. By promoting redevelopment in these areas, the plan aims to revitalize established neighborhoods and encourage reinvestment in aging corridors.

Targeting "missing middle" housing directly aligns with the plan's goal of increasing housing diversity and providing more equitable choices. Housing types like duplexes, townhomes, and multiplexes help fill the gap between single-family homes and large apartment complexes, offering options for a variety of households while preserving neighborhood character. The project's proximity to downtown further enhances its impact by supporting the urban core, boosting foot traffic, and complementing the city's place-based approach to creating complete, connected, and vibrant neighborhoods.[40]

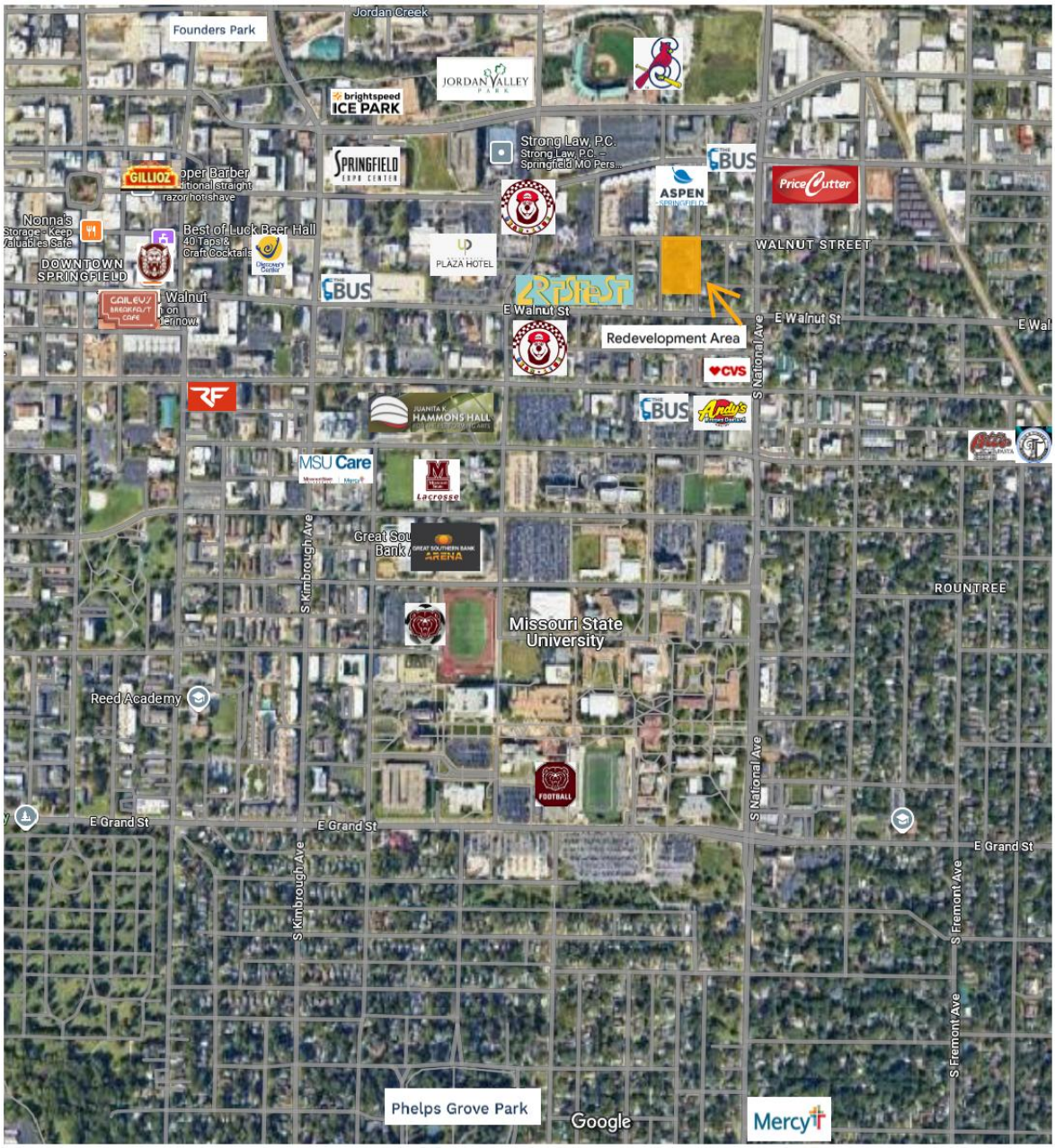
In Conclusion

This redevelopment aligns with Forward SGF's vision—revitalizing underused areas, increasing housing diversity, enhancing downtown vibrancy, and creating walkable, complete neighborhoods. With quality design and thoughtful placement, it supports the city's long-term goals while breathing new life into a struggling area.

[40] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 69

Walkable Area Map

[Within 10-15 minutes to Public Transportation, Schools, Entertainment, Outdoor Amenities][41]



[42]

[41] FORWARD SGF Comprehensive Plan, Ch 7 Housing & Neighborhoods, page 67

[42] Map: Walkable Area within 10-15 minutes [Public Transportation, Schools, Entertainment, Outdoor Amenities, Etc]

b) CURRENT CONDITIONS OF REDEVELOPMENT AREA

The Redevelopment Area suffers from significant physical deterioration, unsafe and unsanitary conditions, and structural issues that pose potential threats to life and property, as detailed in the Blight Report. Vacant and deteriorated structures, failing infrastructure, and environmental hazards have exacerbated the blight, discouraging private investment and hindering community growth. Substantial capital investment is necessary to rehabilitate and revitalize the area, transforming it into a functional and desirable space. Additionally, the Redevelopment Area is underutilized, failing to generate tax revenue at its full potential and potentially suppressing the economic vitality of the surrounding neighborhoods. Strategic redevelopment of the area will address these challenges, unlock its potential, and contribute to the local economy while improving the overall quality of life.

III. REDEVELOPMENT PLAN REQUIREMENTS

a) Overview

The Redevelopment Plan focuses on transforming the area into a vibrant residential multifamily neighborhood community, carefully designed to complement the existing style, size, and aesthetics of the surrounding neighborhoods. By aligning new developments with the architectural character of the area, the plan aims to seamlessly integrate modern housing while preserving the community's visual and historical appeal. Beyond its immediate impact, the redevelopment is expected to stimulate further private investment in the surrounding areas, creating a ripple effect of revitalization and economic growth. As new housing projects take shape, the overall safety of the neighborhood—both real and perceived—will improve, thanks to increased activity, investment, and a stronger sense of community engagement.

A key component of this redevelopment initiative is the encouragement of much-needed residential revitalization through partial real property tax abatement. By providing financial incentives, the plan seeks to attract developers and property owners to invest in new housing opportunities, ultimately increasing the area's housing supply and economic vitality. This strategic approach not only fosters growth within the redevelopment area but also supports long-term sustainability by ensuring that new projects are both economically viable and beneficial to the broader community. Through this initiative, the city aims to create a thriving, safe, and well-integrated residential district that enhances the quality of life for current and future residents.

The developer respectfully requests that the Redevelopment Plan be designated as a Multi-Project Redevelopment Plan based on factors outlined for Council consideration, including the size of the redevelopment area, the need for land assemblage, the phased nature of potential redevelopment projects, multiple property owners within the area, and the fact that the plan was initiated to facilitate redevelopment.[43]

b) Design Guidelines

All projects under this Redevelopment Plan should prioritize the use of high-quality materials and thoughtful design to enhance both aesthetics and functionality. The development should be planned to

[43] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-19 (d)-Multi-project redevelopment plans

encourage pedestrian activity, creating a more walkable and inviting environment for residents and visitors alike. By incorporating well-designed pathways, streetscapes, and building facades, the redevelopment will contribute to a cohesive and visually appealing neighborhood that aligns with the surrounding community's character.

Additionally, all publicly visible sides of buildings—whether viewed from adjacent properties or roadways—must maintain a consistent level of architectural quality and finish. This ensures that every aspect of the development presents a well-maintained and polished appearance, reinforcing a sense of pride and investment in the area. A commitment to high standards in design and construction will not only improve the overall aesthetic appeal but also support long-term property values and encourage further private investment in the community.

c) Land Use Plan

a) Former and Existing Land Use Plan

The Redevelopment Area currently contains multiple structures, in varying states of disrepair. Several of these dwellings are in process of being vacated. Additionally, some of the structures within the redevelopment area are in various stages of construction but remain incomplete. These unfinished buildings further contribute to the area's instability, as they lack the necessary infrastructure and safety measures to be utilized effectively. The presence of both severe disrepair and incomplete structures underscores the urgent need for redevelopment to revitalize the area, enhance its livability, and attract new investment that will transform it into a thriving residential community.[44]

b) Proposed Land Use

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

The proposed land use for this redevelopment project involves transforming approximately 0.6638 acres into a multi-family residential development featuring duplex-style housing on a single combined lot. The plan includes the construction of up to 14 dwelling units, with a mix of two-bedroom units and four-bedroom units, offering diverse housing options to accommodate different household sizes. This redevelopment project highlights support of Missing Middle housing and aligns with the area's existing zoning regulations and aims to enhance the residential appeal of the neighborhood while increasing the availability of quality housing. Attached renderings and elevations further illustrate the design and layout of the proposed redevelopment, demonstrating how it integrates with the surrounding community.

In addition to the residential component, the developer is committed to making public improvements to the alleyway running east and west, just south of the redevelopment site. This alleyway is a vital access route not only for this project but also for the adjoining properties located on East Walnut Street. Upgrading this infrastructure will enhance connectivity, improve safety, and support both the new

[44] Exhibit G: Evidence in Support of Blight [Photos/Police Reports]

development and existing properties. By investing in these improvements, the redevelopment will contribute to the broader revitalization of the area, fostering a more accessible and functional urban environment for residents and businesses alike. The redevelopment plans and elevations reflecting the proposed land use are attached as Exhibit "H" and incorporated herein.[45]

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

The proposed redevelopment plan aims to transform approximately 0.5389 acres into a multi-family residential duplex community on a single combined lot. The developer plans to construct up to 12 dwelling units, offering a mix of two-bedroom and four-bedroom units, addressing a variety of housing needs within the community. These duplex-style homes contribute to the city's initiative for Missing Middle Housing, which seeks to provide diverse and affordable housing options between single-family homes and large apartment complexes. By developing multi-family residences in a way that blends seamlessly with the existing neighborhood, this project helps meet the growing demand for quality, well-designed housing while maintaining a sense of community and accessibility.

In addition to residential development, the project includes a public improvement to the city sewer system, which the sewer main runs north and south just west of the redevelopment area. Under this plan, and additional sewer will be installed on Hampton Avenue and going east along McDaniel Street. Upgrading this infrastructure will not only benefit future residents of the duplexes but also improve overall sewer capacity and functionality for neighboring properties. The redevelopment will adhere to existing zoning regulations, ensuring compliance with city planning objectives while contributing to the area's modernization and livability. Attached renderings and elevations provide a visual representation of the proposed land use, demonstrating the project's alignment with both community needs and urban development goals. The redevelopment plans and elevations reflecting the proposed land use are attached as Exhibit "I" and incorporated herein[46]

Flo 301 Project Area

Located at 301 South Florence Avenue

The proposed redevelopment aims to transform 0.124 acres into a multi-family residential duplex, adding much-needed Missing Middle housing to the community. Upon purchase, this project will introduce two dwelling units, providing housing options suitable for a variety of household sizes. By developing this duplex within existing zoning regulations, the project aligns with the city's goal of increasing housing density in a way that remains compatible with the surrounding neighborhood. The renderings and elevation plans illustrate how this development will integrate with the area, ensuring a balance between modern housing solutions and the existing community character. The redevelopment plans and elevations reflecting the proposed land use are attached as Exhibit "J" and incorporated herein[47]

[45] Exhibit H: Preliminary Site Plans and Renderings: Soflo Project Area
[46] Exhibit I: Preliminary Site Plans and Renderings: Hampton Suites Project Area
[47] Exhibit J: Preliminary Site Plans and Renderings: Flo 301 Project Area

Beyond providing new housing, this redevelopment contributes to community vitality by enhancing the availability of well-designed, efficient housing options that support a diverse and growing population. The introduction of a duplex-style residence encourages a more walkable, connected neighborhood, helping to sustain local businesses, schools, and public services. Additionally, Missing Middle housing plays a critical role in bridging the gap between single-family homes and larger apartment complexes, creating a more inclusive housing market that accommodates different income levels and lifestyles. This project will not only provide high-quality housing but also strengthen the local economy and contribute to a vibrant, sustainable neighborhood that fosters long-term growth and stability.

c) Existing and Proposed Zoning

The Redevelopment Area is zoned R-HD, High-density Multi-family Residential, district. No rezoning is anticipated to be required.[48]

d) Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

IV. EXECUTION OF THE PROJECT

a) Execution

The Developer or its successors in intent will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

b) Land Acquisition

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

Land acquisition is not required for this project, as all necessary parcels have already been secured and consolidated into a single lot. This streamlined approach eliminates the need for further property negotiations and allows the redevelopment to move forward efficiently, ensuring a cohesive and well-planned development.

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

[48] Exhibit A: Map of Redevelopment Area; Zoning Map

Land acquisition is a crucial step in this project, as securing the necessary parcels is essential for redevelopment. The developer has already established agreements to acquire all required properties, ensuring a smooth transition once the acquisitions are finalized. These agreements provide a clear path forward, allowing the project to proceed without delays related to property negotiations.

Once all parcels have been acquired, they will be consolidated into a single parcel to streamline development and maximize land use efficiency. This combination will facilitate cohesive planning, infrastructure improvements, and construction, ensuring the project aligns with the overall redevelopment vision. By assembling the parcels into one, the developer can optimize site design and create a more functional and well-integrated residential community.

Flo 301 Project Area

Located at 301 South Florence Avenue

Land acquisition is a necessary component of this project, as the developer must secure ownership of the property to move forward with redevelopment. At present, the developer is pursuing a first right of refusal agreement with the current owner, ensuring the opportunity to purchase the land when the owner decides to sell. This agreement provides a clear path for acquisition, allowing the project to proceed as planned once the property becomes available.

c) Financing

The Developer is using conventional financing to finance the project.

The financing and loan guidelines for this project are contingent upon a partial real property tax abatement, as the success of the redevelopment hinges on financial feasibility.

The developer respectfully requests that the Redevelopment Plan be designated as a Multi-Project Redevelopment Plan based on factors outlined for Council consideration, including the size of the redevelopment area, the need for land assemblage, the phased nature of potential redevelopment projects, multiple property owners within the area, and the fact that the plan was initiated to facilitate redevelopment. While the multi-project requirements do not mandate a formal "but-for" test, the reality remains that these projects—including all public improvements—cannot proceed without this critical incentive.[49] The revitalization of the neighborhood depends on the financial viability of these efforts, and without tax abatement, the cost of redevelopment would be prohibitive, leaving the area in a continued state of decline and disinvestment.

The tax abatement ensures that necessary improvements—such as upgraded infrastructure, streetscape enhancements, and site rehabilitation—are economically feasible, allowing for long-term reinvestment and sustainability. Without the abatement, the projects cannot meet the lender's requirements, placing not only the Soflo Project at risk but also jeopardizing future projects, including the proposed Hampton Suites and Flo 301 projects. The but-for test, as defined by City Council, determines whether a redevelopment project would be financially unfeasible without tax abatement, and in this case, the answer is clear:

[49] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-19 (d)-Multi-project redevelopment plans

without the incentive, redevelopment would not happen. The costs associated with demolition, infrastructure upgrades, and site preparation far exceed the financial return without support, making private investment alone insufficient to transform the neighborhood. The partial tax abatement is not simply a benefit but a necessity to bridge the financial gap and encourage investment that will revitalize the area, increase property values, and stimulate economic activity. Without it, the area will continue to suffer from blight, underutilization, and declining property conditions, hindering the city's broader redevelopment goals.

d) Disposition of Property

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

The developer dedicated approximately 1,125 square feet of land (7.5 feet by 150 feet) along the east side of South Hampton Avenue to the City of Springfield as additional right-of-way to meet roadway requirements. This ensures compliance with city regulations and allows for proper infrastructure planning. The right-of-way acquisition was handled by the City of Springfield's Traffic Department, Zoning Department, and Right-of-Way Department, ensuring that all necessary approvals and adjustments were made before redevelopment proceeded.

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

Land disposition will be a necessary step in this project, as the City of Springfield requires an approximate 7.5-foot of land for right-of-way requirements, along Hampton Avenue, to be deeded to them before the lots can be combined. This ensures compliance with city regulations and allows for proper infrastructure planning. The right-of-way acquisition will be handled by the City of Springfield's Traffic Department, Zoning Department, and Right-of-Way Department, ensuring that all necessary approvals and adjustments are made before redevelopment proceeds.

No other land disposition will be required.

e) Plan for Relocation Assistance

The majority of these properties located within the Redevelopment Area are currently unoccupied, meaning relocation assistance will not be required for these vacant structures. Only one property, a single house within the Flo 301 Project Area, is presently occupied, and as a condition of its purchase, it must be vacated before the closing. This ensures a smooth transition for redevelopment without the need for tenant relocation support, allowing the project to move forward efficiently

f) Redevelopment Schedule and Estimated Dates of Completion

The Developer estimates that each state of the Project will be completed according to the following schedule:

Soflo Project Area

Located at 315, 323, 327 South Florence Avenue & 328 South Hampton Avenue

Completion of Acquisition of Parcels Summer 2024

Deed City of Springfield Additional Required R.O.W. Summer 2024

Combination of Parcels into one parcel Summer 2024

Construction Permitting Summer 2024

Site Work (Demolition) Fall 2024

Public Improvement Alleyway Completed Fall 2025 [but for a tax abatement: part of loan contingency]

Construction Completed Fall 2025 [but for a tax abatement: part of loan contingency]

Hampton Suites Project Area

Located at 307, 311 South Florence Avenue & 306 South Hampton Avenue & 1100, 1104 East McDaniel Avenue

Completion of Acquisition of Parcels Spring 2025

Deed City of Springfield Additional Required R.O.W. Spring 2025

Combination of Parcels into one parcel Spring 2025

Construction Permitting Fall 2025

Site Work (Demolition) Fall 2025

Public Improvement Sewer Extension Completed Fall 2025

Construction Completed Fall 2026

Flo 301 Project Area

Located at 301 South Florence Avenue

Pursuing First Right of Refusal Agreement Spring 2025

Rendering Plans and Drawings Spring 2025

Acquisition of property Tbd

Construction Permitting Tbd

Construction Completed Tbd

g) Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statuses, 2000.

h) Covenants

> *"The special ordinance approving a multi-project redevelopment plan shall be effective for up to five years, after which the designation shall cease to be in effect and the redevelopment plan shall be void, unless the previous designation is extended by a subsequent resolution of council prior to the plan's expiration."*[50]

The Redevelopment Plan will remain in effect for a period of five years from the date of final approval, after which it will automatically expire. During this timeframe, the plan will guide the redevelopment and use of the real property within the designated Redevelopment Area, ensuring that all improvements and developments align with its objectives. This long-term framework is intended to provide structure and consistency in revitalizing the area while fostering investment and economic growth.

Throughout this five period, the Developer and any future successors in interest must adhere to the guidelines set forth in the Redevelopment Plan to take advantage of the tax relief benefits provided under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000. Compliance with these regulations will be necessary for those seeking financial incentives, reinforcing the plan's role in shaping the redevelopment efforts.

V. OTHER PROVISIONS

a) Compliance with State and Local Law

All redevelopment activities shall comply with the Springfield Zoning Ordinance and all other applicable state and local laws.

b) Compliance with Workable Program

a. Multi-Project Redevelopment Plans

Pursuant to Section 40-19 of Article II of Chapter 40 of the Springfield City Code (the "Code")[51]*, where*
"(a) The purpose of this section is to allow flexibility regarding the applicability of this article, to ensure that tax abatement is available for future redevelopment of an area of the city which

[50] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-19 (e)-Multi-project redevelopment plans
[51] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-19 (e)-Multi-project redevelopment plans

contains widespread evidence of blighting factors, where an overall plan for redevelopment is required to address said blighting factors.
(b) City council, by resolution, shall have the authority to designate and declare that a redevelopment plan qualifies as a multi-project redevelopment plan.
(c) For purposes of this section 40-19, factors that council shall consider when designating a redevelopment plan as a multi-project redevelopment plan shall include:

(1) Size of the redevelopment area;
(2) If land assemblage is required;
(3) Whether the entire scope of the potential redevelopment projects within the redevelopment area is known at the time of application;
(4) Whether the redevelopment plan was initiated by the city to facilitate redevelopment in an area; and
(5) Whether there are multiple land owners of discrete parcels or properties within the redevelopment area.

(d) Any multi-project redevelopment plan or project submitted in accordance with such redevelopment plan shall be exempt from the requirements of this article except for the following provisions:

(1) Subsection 40-13(d), provided that the statement of projected tax impact described in subsection 40-13(d)
(2) shall not be required;
(2) Section 40-16; and
(3) This section 40-19.

(e) The special ordinance approving a multi-project redevelopment plan shall be effective for up to five years, after which the designation shall cease to be in effect and the redevelopment plan shall be void, unless the previous designation is extended by a subsequent resolution of council prior to the plan's expiration." [52]

This Redevelopment Plan meets the criteria outlined in Section 40-19 of Article II of Chapter 40 of the Springfield City Code for a multi-project redevelopment plan, and therefore, is not required to demonstrate a "but-for" financial feasibility study. The plan qualifies under the provisions set forth by the City Council, which allows for tax abatement in areas suffering from widespread blight where a comprehensive redevelopment approach is necessary. The factors considered in determining a multi-project redevelopment plan—such as the size of the redevelopment area, the need for land assemblage, the overall scope of the project, the assemblage of land that is required, and whether the city initiated the redevelopment efforts—have all been met in this case. As a result, this plan is exempt from the standard financial feasibility requirements, with the exception of specific provisions outlined in Subsection 40-13(d), Section 40-16, and Section 40-19 of the Code.

However, while the project is not required to demonstrate a formal "but-for" financial feasibility study, it remains clear that this redevelopment would not be feasible but for the availability of tax abatement. Without this financial mechanism, the costs associated with revitalizing the blighted area—addressing infrastructure deficiencies, redevelopment of the area, and attracting private investment—would be prohibitively high, deterring development altogether. The multi-project designation ensures the longevity of this redevelopment plan for up to five years, allowing for the necessary investment and redevelopment efforts to take place. If needed, the designation can be extended by a subsequent City Council resolution

[52] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-19 (e)-Multi-project redevelopment plans

prior to its expiration, ensuring that the area continues to benefit from the tools necessary to facilitate comprehensive redevelopment and long-term economic revitalization of the City's aging neighborhoods.

b. Redevelopment Agreement

Pursuit to Section 40-14 of Article II of Chapter 40 of the Springfield City code (the "Code"), where "prior to applying to the LCRA for a certificate of qualification for tax abatement, the applicant shall execute a redevelopment agreement with the city, which has been approved by council concurrent with the redevelopment plan. Said agreement shall contain, at least, the following provisions:

> *(1) A termination clause which states that in the event of a breach of the redevelopment agreement or the redevelopment plan, that the city is entitled to damages from the breaching party in an amount equal to all ad valorem taxes which would have been assessed subsequent to the date of the breach and otherwise be payable with respect to the property had the LCRA not issued a certificate of qualification for tax abatement for the project. Said clause shall contain a notice and opportunity to cure before its provisions are acted upon;*
> *(2) Provisions by which subsequent purchasers of property within the redevelopment area are bound by the provisions of the redevelopment agreement and redevelopment plan for the duration of any tax abatement authorized in connection with said redevelopment plan; and*
> *(3) That the terms of the redevelopment agreement shall be considered essential terms of the approved redevelopment plan and that any violation of the redevelopment agreement shall constitute a violation of the redevelopment plan."*

Before the application for a Certificate of Qualification for Tax Abatement (the "Certificate") is issued in connection with this Project, a redevelopment Agreement must be executed between the applicant for the Certificate and the City. The provisions of the Redevelopment Agreement between the City and the applicant are essential provisions of the Redevelopment Plan and violations of the Redevelopment Agreement shall also constitute violations of the Redevelopment Plan. The Redevelopment Agreement shall, at a minimum, address the requirements specified in Section 4-14 of the Code. [53]

c) Public Facilities

The Redevelopment Plan is not expected to create a need for additional public resources such as schools, parks, recreational spaces, or community facilities. However, upgrades and potential relocations of essential infrastructure—including water, sewer, and other public utilities—will be necessary to support the redevelopment. Alleyway upgrades, sewer extensions, and Sidewalk improvements, conforming to ADA standards, may also be required to enhance pedestrian accessibility and safety. The cost of these upgrades will be the responsibility of the property owner executing the development, although approved incentives or taxing districts may help offset some of these expenses.

Additionally, any projects that require new utility installations must ensure that all lines are placed underground to maintain a clean and unobstructed streetscape. The redevelopment will also provide

[53] Springfield, MO Code of Ordinances Chapter 40- Community Development ARTICLE II- Workable Program, Sec. 40-14 (1)(2)(3) Redevelopment Agreement

adequate parking options, including private off-street spaces as well as access to public on-street and off-street parking. All parking accommodations will be designed to meet statutory requirements set by City ordinances and approved design standards, ensuring that the new development is both functional and compliant with local regulations.

d) Procedure for Changes to Modification of Plan

The Redevelopment Plan may be amended or modified upon application by the developer or its successors in interest, subject to approval by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. If the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

EXHIBIT A

1) Map of Redevelopment Area; Zoning Map …….…… Figure A-1
2) Map of Redevelopment Area; Multi-Project Map ……...…… Figure A-2
3) Map of Redevelopment Area; Future Placetypes ……...……..…. Figure A-3

EXHIBIT A

MAP OF REDEVELOPMENT AREA;

ZONING MAP

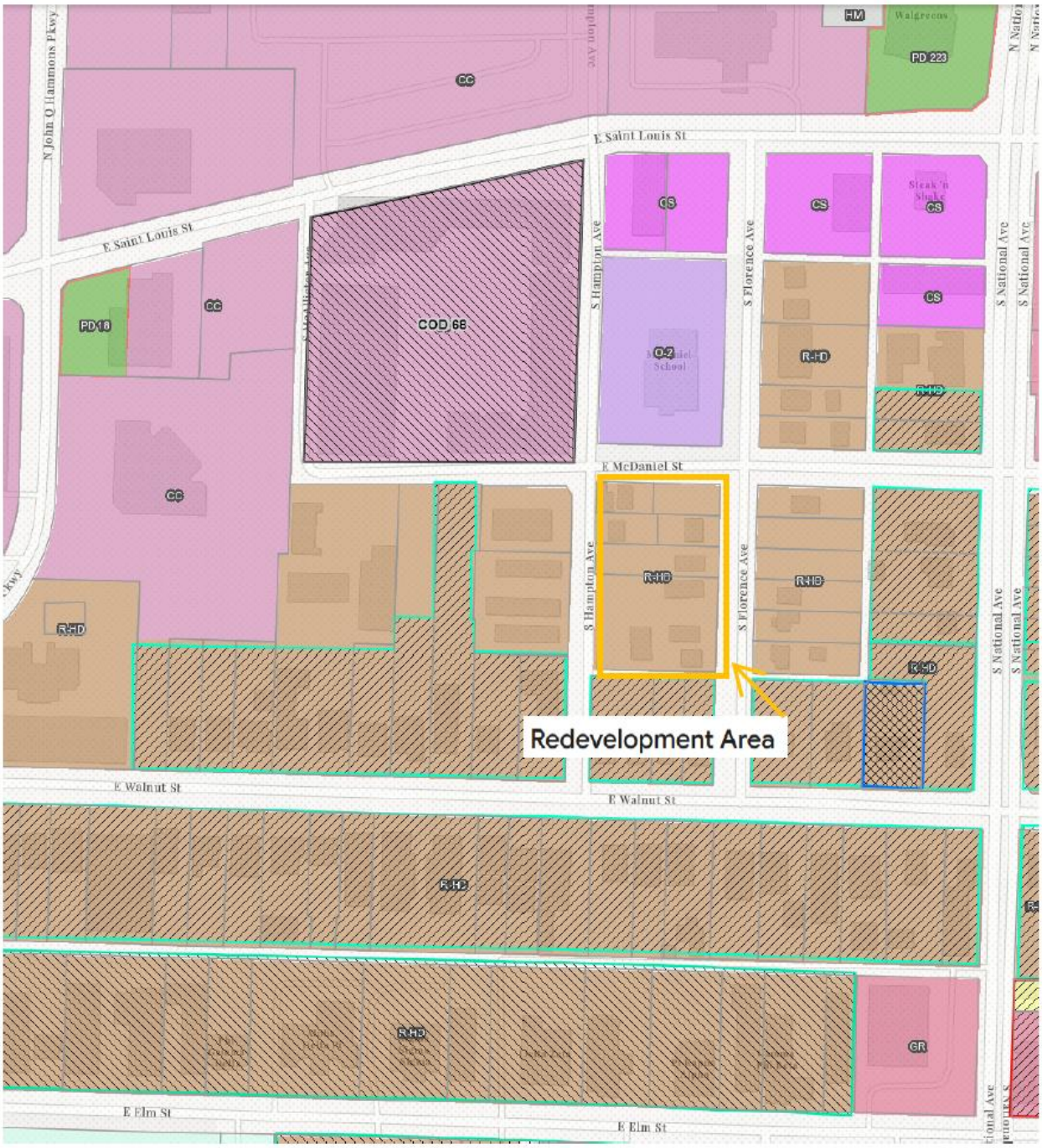


Figure A-1

EXHIBIT A

MAP OF REDEVELOPMENT AREA;

MULTI-PROJECT MAP

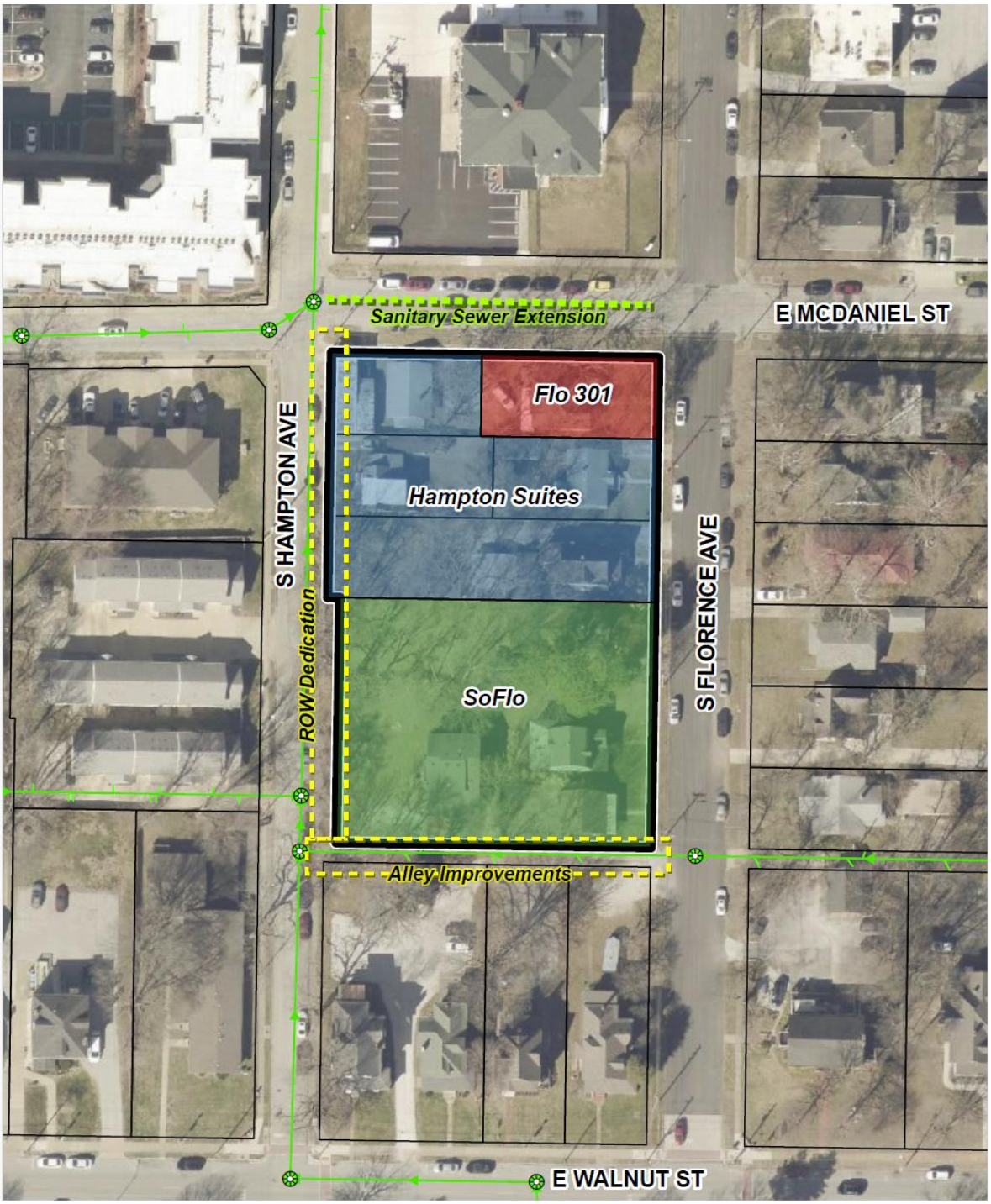


Figure A-2

EXHIBIT A

MAP OF REDEVELOPMENT AREA;

FUTURE PLACETYPES

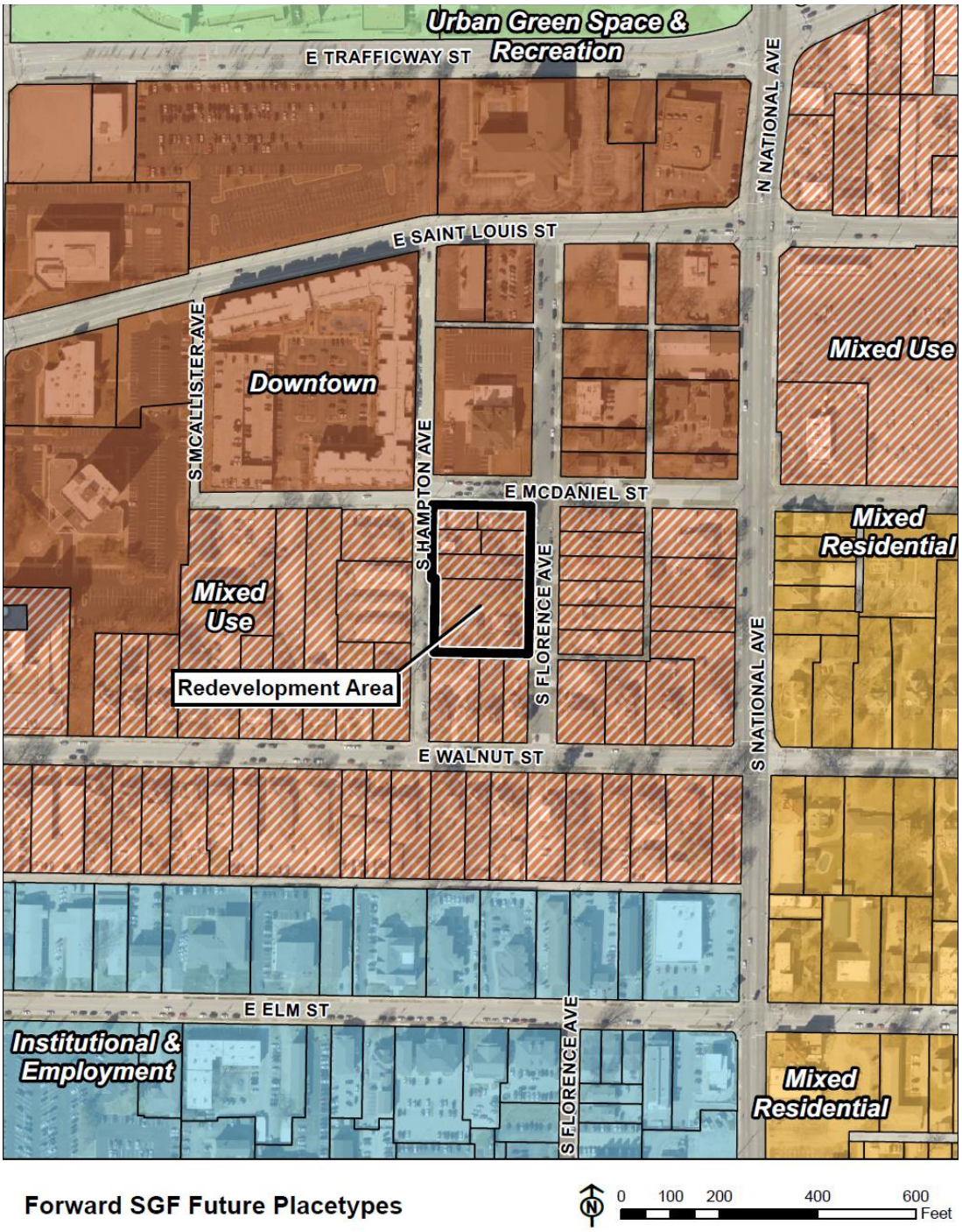


Figure A-3

EXHIBIT B

MAP OF JORDAN VALLEY PARK TIF BLIGHTED AREA

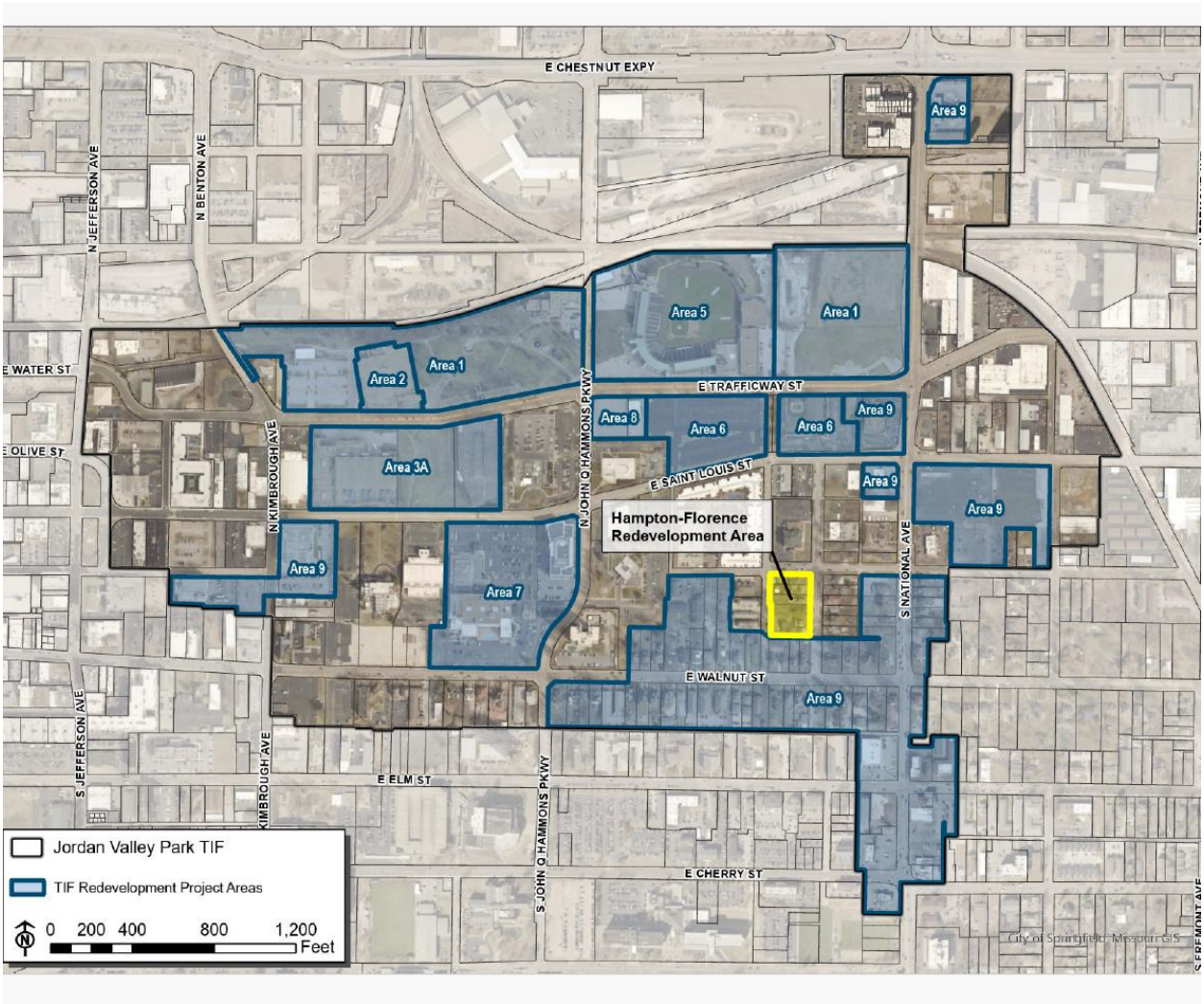


EXHIBIT C

LEGAL DESCRIPTION(S) OF REDEVELOPMENT AREA

301 South Florence Avenue

THE EAST 108 FEET OF LOT TWENTY-NINE (29), EAST SIDE ADDITION, IN THE CITY SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

307 South Florence Avenue

THE EAST HALF (E1/2) OF LOT 30 OF EAST SIDE ADDITION, ACCORDING TO THE RECORDED PLAT OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

311 South Florence Avenue

ALL OF LOT THIRTY-ONE (31) EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF

306 South Hampton Avenue

ALL OF THE WEST HALF (W1/2) OF LOT THIRTY (30) IN THE EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF

1100-1104 East McDaniel Avenue

ALL OF THE WEST NINETY-TWO FEET OF LOT TWENTY-NINE (29) IN THE EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

315 South Florence Avenue, 323 South Florence Avenue, 327 South Florence Avenue, 328 South Hampton Avenue

LOTS 32, 33, & 34 OF EAST SIDE ADDITION, EXCEPT THAT WHICH HAS BEEN DEDICATED AS RIGHT-OF-WAY, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI

EXHIBIT D

LEGAL DESCRIPTION(S) OF SOFLO PROJECT REDEVELOPMENT AREA

315 South Florence Avenue, 323 South Florence Avenue, 327 South Florence Avenue, 328 South Hampton Avenue

LOTS 32, 33, & 34 OF EAST SIDE ADDITION, EXCEPT THAT WHICH HAS BEEN DEDICATED AS RIGHT-OF-WAY, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI

EXHIBIT E

LEGAL DESCRIPTION(S) OF HAMPTON SUITES PROJECT REDEVELOPMENT AREA

307 South Florence Avenue

THE EAST HALF (E1/2) OF LOT 30 OF EAST SIDE ADDITION, ACCORDING TO THE RECORDED PLAT OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

311 South Florence Avenue

ALL OF LOT THIRTY-ONE (31) EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF

306 South Hampton Avenue

ALL OF THE WEST HALF (W1/2) OF LOT THIRTY (30) IN THE EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF

1100-1104 East McDaniel Avenue

ALL OF THE WEST NINETY-TWO FEET OF LOT TWENTY-NINE (29) IN THE EAST SIDE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT F

LEGAL DESCRIPTION(S) OF FLO 301 PROJECT REDEVELOPMENT AREA

301 South Florence Avenue

THE EAST 108 FEET OF LOT TWENTY-NINE (29), EAST SIDE ADDITION, IN THE CITY SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT G

1) Evidence In Support of Blight Conditions: Photos ...…… ……. Figure G-1; G 61
2) Evidence In Support of Blight Conditions: Springfield Police Reports ...…….. Figure G-62; G91

EXHIBIT G

EVIDENCE IN SUPPORT OF BLIGHT

PHOTO DOCUMENTATION

[Figure G1-G61]

G1. The rotted roof has severe structural failure, with large sections of missing or deteriorated shingles exposing the underlying structural beams to the elements. The failing section over the garage is hazardous, as the compromised support could lead to a sudden collapse, posing risks to both the structure and anyone nearby.

G2. This garage is severely deteriorated, with a collapsing roof, missing structural supports, and exposed openings, making it unsafe and uninhabitable. Its unstable condition poses a serious hazard to the neighborhood, creating an eyesore and potential for vagrants, due to the risk of collapse and unauthorized entry.

G3. This basement floor is heavily contaminated with feces, urine, and raw sewage from broken sewer laterals going under a separate, creating a severe health hazard. The presence of biohazardous waste poses risks of bacterial infections, airborne pathogens, and structural damage.

G4. This outdated electrical fuse panel poses a serious fire hazard due to its limited capacity and potential for overloading, especially if modern electrical demands exceed its design. The risk of overheating, short circuits, and improper fuse replacements increases the likelihood of an electrical fire.

G5. The improperly supported deck poses a serious safety hazard, increasing the risk of collapse and injury due to its lack of structural integrity, while the moldy, rolled-up carpet left in the yard creates an unsanitary eyesore, potentially harboring pests and allergens.

G6. The water-damaged wall and window frame show significant decay, indicating persistent moisture issues and potential structural deterioration.

G7. The structurally cracked, water-stained foundation basement wall shows signs of structural instability, flooding, indicating serious deterioration.

G8. The chipping lead paint on this rotting window frame poses a serious health hazard, particularly for children and pets, as lead exposure can cause neurological damage and developmental issues. The decayed wood also indicates structural weakness, increasing the risk of water infiltration, mold growth, and pest infestations.

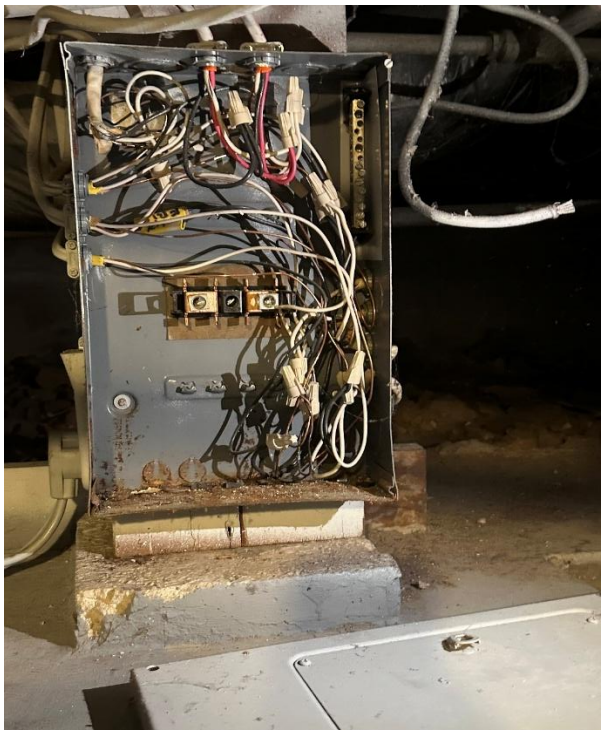
G9. The excess brush and overgrown vegetation have overtaken the area, creating an unsightly and hazardous environment that can harbor pests and obstruct visibility. The damaged and deteriorating fence, with sections that appear broken or collapsed, further adds to the neglected appearance, reducing security and contributing to the overall blight of the property.

G10. The broken asbestos shingles and cracked foundation indicate severe structural deterioration, posing both health risks from hazardous materials and potential instability issues for the building.

G11:12. A failing retaining wall, falling over into public sidewalks, poses a significant hazard to pedestrians. The structural instability may also lead to a complete collapse. Additionally, displaced debris on the sidewalk creates a tripping hazard, further increasing the risk of accidents.

G13. The rotted door shows significant deterioration and peeling paint, while the presence of mold and moisture damage indicates poor ventilation and potential structural decay.

G14. The plumbing is outdated and not code compliant. Unsuitable materials, and unsecured drain connections, could lead to leaks, and water damage.

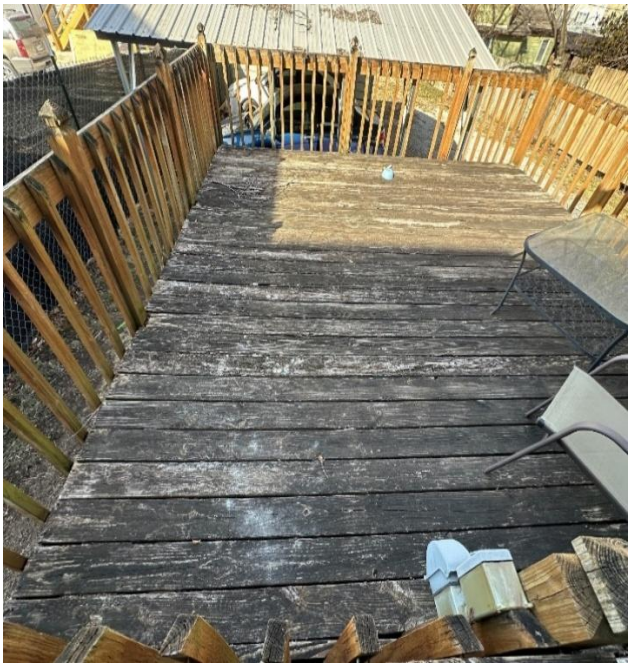


G15. This improperly wired electrical panel poses a serious fire and electrocution hazard, with unsecured connections, overloaded circuits, and a lack of proper insulation or grounding.

G16. The rotting fascia shows severe wood decay and structural deterioration, being vulnerable to water damage, pest infestation, and further structural compromise.

G17. The tree root system is growing through the foundation is causing serious structural concerns.

G18. The deck's rim joist is severely rotted and detaching from the wall, compromising the structural integrity of the deck and posing a serious safety hazard due to potential collapse.



G19. This deck is in a severely deteriorated condition, with rotting, warped boards, and extensive weather damage, making it structurally unsound.

G20. The window frame is severely deteriorated, with rotting, cracked wood, and peeling paint.

G21. The chipping and peeling paint on this older home suggests the presence of lead-based paint, which poses serious health hazards if not properly contained. Additionally, the foundation consists of non-code-compliant materials, leading to severe structural instability, while the indoor plumbing draining directly into exterior gutters creates potential contamination risks, contributing to unsafe living conditions and water-related health concerns.

G22. The rotting soffit and deteriorating fascia boards show significant water damage, possibly going into the walls. The decay of the siding along with with chipping paint that may contain lead, posing both structural and potential health hazards.

G23. The rotting wood and deteriorated soffits, along with the failing gutters, show clear signs of water damage and possible mold growth, exacerbated by gaps that allow animal and rodent intrusion.

G24. The indoor plumbing is improperly routed through the exterior wall, extending directly into the ground without proper drainage infrastructure, creating potential sanitation and structural risks. Additionally, the broken asbestos siding has been inadequately patched with spray foam, which is not a safe or code-compliant repair method, further compromising the integrity of the building.

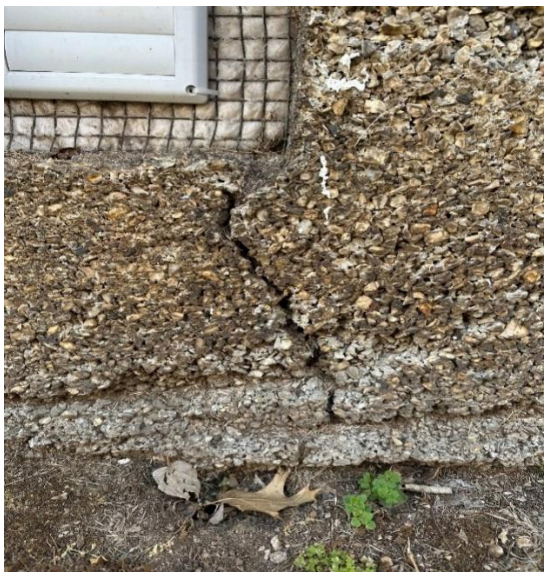
G25. The roof is severely deteriorated, with cracked, peeling, and failing waterproofing materials, creating a high risk for water intrusion, structural damage, and further degradation.

G26:27. The severely damaged roof and siding show significant structural deterioration, peeling paint, and exposed underlayment, posing a high risk for water infiltration, further decay, and potential collapse.

G28. The concrete step is severely deteriorated, with large cracks, crumbling edges, and exposed aggregate, creating a trip hazard and structural instability.

G29. The concrete porch is cracked and structurally failing. The railing is rotting and not secure.

G30. The improperly installed window air conditioning unit is surrounded by expanding foam insulation, with a makeshift, deteriorating awning, creating both an unsightly and potentially unsafe condition.



G31. The cracked foundation, is structurally failing, and a structural footing is non-existent.

G32. The structure shows severe deterioration, with chipped and peeling paint, rotting wood, a warped door, and a missing window, all contributing to significant structural and safety concerns.

G33. The railing is broken and severely deteriorated, posing a serious fall hazard. Additionally, the chipping and peeling paint is indicative of potential lead-based paint, creating significant health and safety risks, particularly for children.

G34. The peeling paint, rotting fascia, and overgrown vines on this deteriorating gable end indicate significant concerns about potential lead-based paint hazards.

G35. The sagging and damaged gutter, deteriorating chimney and peeling paint show significant deterioration to the property.

G36. The siding in this image is severely cracked and deteriorating, exposing the underlying structure to potential water intrusion and further structural issues.

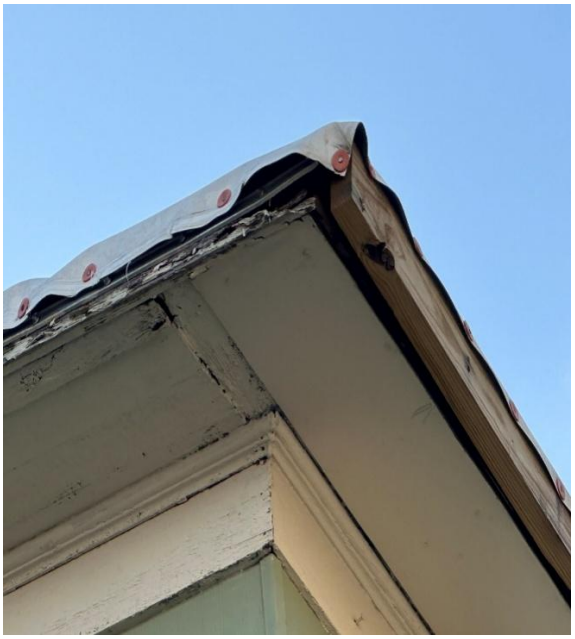
G37. The steps and decking in this image are heavily weathered, with rotting wood, peeling paint, and moss growth, creating a hazardous and unstable entryway.

G38. The cracked foundation, broken window, and accumulated trash create an unsafe and unsanitary environment, contributing to structural instability and potential pest infestations. This neglected area poses both health and safety risks, further deteriorating the property and negatively impacting the surrounding neighborhood.

G39. The soffit is severely damaged with exposed insulation, rotting wood, and deteriorating materials, creating structural concerns and potential entry points for pests.

G40. The lower portion of this exterior wall exhibits severe deterioration, including rotting siding, peeling paint, and water damage, and debris accumulation, creating structural and pest intrusion risks.

G41. The soffit and fascia show significant deterioration, with rotting wood, peeling paint, and exposed spray foamed edges, potentially leading to structural damage and pest intrusion.



G42. The roof's edge and soffit show severe deterioration with rotting wood, peeling paint, and an improperly installed roof.

G43. The soffit and fascia are severely deteriorated with rotting wood, structural separation, creating potential for water intrusion and further damage.

G44. The siding is severely damaged with large cracks, missing sections, and signs of decay, exposing the structure to water.

G45. The kitchen is outdated, with undersized non grounded electrical, broken appliances and worn cabinetry, and exposed plumbing.

G46. The foundation has a significant crack in it, indicating structural instability, with a potentially vulnerable electrical pipe running across it.

G47. The incomplete job site with construction materials, debris, and unfinished work, creating a potential hazard until its habitable.

G48. The electrical wires that have been cut by vandals and left exposed, and posing a serious safety and shock hazard.

G49. The construction site with scattered debris, unfinished bricks, and scaffolding, indicating an incomplete work area.

G50. This shattered window, due to vandalism, poses a serious safety hazard with sharp glass shards and compromises the security of the building.

G51. The sidewalk is absent, and in need of replacement, bringing it up to ADA standards.

G52. This sidewalk is severely deteriorated with large cracks, uneven surfaces, and broken sections, creating a major tripping hazard.

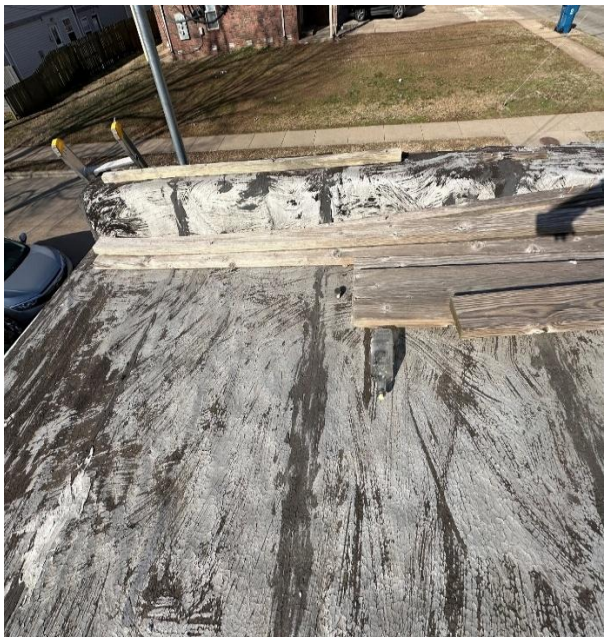
G53. This foundation corner of the porch has significant cracks, indicating potential structural issues.

G54:55. This broken concrete approach and unpaved alleyway are in poor condition, with uneven surfaces, including broken sidewalks, loose gravel, and visible deterioration, making access difficult and potentially hazardous. This alleyway serves multiple dwelling units, a local business, and their employees. The sidewalk serves as a pedestrian path of travel for hundreds of students that attend Missouri State University.

G56. The foundation has a significant structural crack, indicating foundation issues that compromise the building's integrity.

G57. The foundation has a major structural crack, posing a serious risk to the building's stability.

G58. The roof is severely deteriorated with extensive cracking, patchwork repairs, and failing materials, indicating it has no remaining lifespan and needs complete replacement.



G59. The roof is in a state of extreme deterioration, with extensive cracking, weathered coatings, and makeshift wooden repairs, indicating it has completely failed and requires full replacement.

G60. This roof is in an advanced state of decay, with extreme cracking, peeling coatings, and makeshift, ineffective repairs, leaving it completely compromised and in need of full replacement.

G61. This structure exhibits extreme deterioration, with severely rotted wood, rusted and damaged plumbing vent piping, and failing layers of material, indicating a critical need for immediate structural repairs.

EXHIBIT G

EVIDENCE IN SUPPORT OF BLIGHT

SPRINGFIELD POLICE REPORTS FROM THESE PROPERTIES

[Figure G62-G91]

Springfield Police Department

Incident: SPD210622021532

Incident details:

Incident Type:	Burglary, Residential
Incident time:	06/22/2021 13:00 - 06/22/2021 14:00
Reported time:	06/22/2021 15:28
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Residential burglary

Involved Persons:

Name:	BUSH, HARLI M	**Gender:**	Female
Classification:	Suspect		
Name:	BARNES, ANTHONY JAMES	**Gender:**	Male
Classification:	Property owner; Victim		

Involved Property:

- Entertainment: Television / Damaged / VIZIO [TELEVISION] / TELEVISION
- Media card / Evidence / MEDIA CARD
- P21016503 / Documents: Papers, letters, documents / Evidence / [NOTE] / NOTE

Involved Officers:

- Reporting officer / ROBINSON, P. / #1647 / SPD / Sworn / SQUAD 3 / #1493 D'ANDREA, T. / 06/22/2021 / 20210622 --:--:--:---

Reports:

General report:

Author:	#1647 ROBINSON, P.	**Report time:**	06/22/2021 16:15
Entered by:	#1647 ROBINSON, P.	**Entered time:**	06/22/2021 16:15

Narrative:

On 22 June 2021 at 1533 hours, I was dispatched to 328 S. Hampton in reference to a past residential Burglary. When I arrived, I spoke to the victim, Anthony Barnes.

Barns explained to me that he believed his ex-girlfriend, Harli Bush, broke into this apartment and damaged his television. Harli never lived at the apartment where Barnes was living. He presented me a handwritten note which was attached to his door. He was gone from home between 1300 hours and 1400 hours on 6/22/21.

The note had the name Harli written on the front and was then folded in half. On the inside the note stated, "I'm sorry I wish we were friends but this is not going to work. See you at Martha's, Junkie"

On scene it appeared as though the suspect entered the home by pushing a window air conditioner into the living room and climbing into the window. There was no damage to the air conditioner or window. The television was a 48-inch Vizio flat screen with an original value of $350.

I photographed the scene and logged the media card into the property room as evidence along with the note.

I provided the case number to Barnes and explained the ex-Parte process to him. He stated he wanted to press charges if Harli did not leave him alone.

G.62

Springfield Police Department

Incident: SPD210725025939

Incident details:

Incident Type:	Burglary, Residential
Incident time:	07/25/2021 09:00 - 07/25/2021 15:00
Reported time:	07/25/2021 15:15
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	burglary, residential

Involved Persons:

Name:	BARNES, ANTHONY JAMES	**Gender:**	Male
Classification:	Complainant; Property owner		

Involved Property:

- Entertainment: Speaker / Stolen / LG [SOUND BAR] / MEZ568R427940
- Entertainment: Television / Stolen / ONN [TELEVISION] / P9190801C5A037048
- Police video/recording / Evidence / BODY CAMERA- BRUTON, 1982
- Media card / Evidence / MEDIA CARD

Involved Officers:

- Reporting officer / BRUTON, C. / #1982 / SPD / Sworn / SQUAD 8 / #1436 STEELE, J. / 07/25/2021 / 20210725 --:--:--:---

Reports:

General report:

Author:	#1982 BRUTON, C.	**Report time:**	07/25/2021 19:36
Entered by:	#1982 BRUTON, C.	**Entered time:**	07/25/2021 19:36

Narrative:

On 7/25/2021 at approximately 1530 hours I was dispatched to 328 S. Hampton Ave. Apt B to investigate a residential burglary.

When I arrived, I contacted Anthony Barnes who stated he went to work at 0900 hours today and when he returned at approximately 1500 hours, he noticed 2 items missing from his entertainment center located in the living room.

The items were:

- 52-inch ONN Flatscreen television. SN: P9190801C5A037048. Value: $200.0
- LG soundbar speakers. SN: MEZ568R427940. Value: $100.0
- Total Value: $300.0

Barnes told me when he left for work, he had a window A/C unit sitting in the window located on the west side of the residence and that he left a sliding door on the east side of the building unsecured. Barnes said the window will not secure when the A/C unit is sitting in the window and has a 4-inch gap on both sides. Barnes stated the entertainment center had been moved out a few inches from the wall.

Using my issued point and shoot camera I photographed the residence, the window, and where the items were located and later submitted the media card into the property room as evidence.

I dusted for latent prints around the window, entertainment center, and back door and was unable to identify any prints.

I conducted a canvass of the area and did not locate any surveillance camera's and was unable to make contact with residence in APT A.

My body worn camera was later uploaded for review.

G.63

Springfield Police Department

Incident: SPD161129050542

Incident details:

Incident Type:	Robbery, Home Invasion
Incident time:	11/29/2016 02:40 - 11/29/2016 03:10
Reported time:	11/29/2016 03:07
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Suspended - pending further leads
Summary:	3 males robbed others at gun point

Involved Persons:

Name:	GAMBLE, JESSICA MARIE	**Gender:**	Female
Classification:	Victim		
Name:	MINICH, DEREK PAUL	**Gender:**	Male
Classification:	Victim		
Name:	BISHOP, WESLEY E	**Gender:**	Male
Classification:	Victim		
Name:	BRYAN, WILSON JAMES	**Gender:**	Male
Classification:	Witness		

Involved Property:

- Personal: Cell phone / Stolen / SUMSUNG S6 EDGE [S6 EDGE]
- U.S. currency : Cash / Stolen / $700 IN CASH
- Entertainment: Game console / Stolen / MICROSOFT XBOX [XBOX ONE]
- Credit card : Other / Stolen / CENTRAL BANK CREDIT CARD
- Identification : License, operator/driver / Stolen / DRIVER LICENSE / V108206004
- U.S. currency : Cash / Stolen / $220 IN CASH
- Personal: Wallet / Stolen / [WALLET]

Involved Officers:

- Investigator; Reporting officer / WILLIAMS, C. / #1370 / SPD / Sworn / NARCOTICS UNIT / #1568 CARTER, J. / 11/30/2016 / 20161130 --:--:--:---
- Reporting officer / BROWN, J. / #1740 / SPD / Sworn / PROPERTY CRIMES UNIT / #1310 KARNES, M. / 11/29/2016 / 20161129 --:--:--:---
- Reporting officer / BROWN, J. / #1740 / SPD / Sworn / PROPERTY CRIMES UNIT / #1310 KARNES, M. / 11/29/2016 / 20161129 --:--:--:---
- Reporting officer / TELSCHER, N. / #1741 / SPD / Sworn / MISSOURI STATE UNIVERSITY / #1359 LUDWIG, J. / 11/29/2016 / 20161129 --:--:--:---

Reports:

General report:

Author:	#1740 BROWN, J.	**Report time:**	11/29/2016 05:33
Entered by:	#1740 BROWN, J.	**Entered time:**	11/29/2016 05:33

Narrative:

CAD/Dispatch Comments:

SOUNDS LIKE SOMEONE IS IN THEIR HOUSE CLR THINKS HE SAW SOMEONE WITH A < GUN > GUYS WITH MASKS OUTSIDE THE WINDOW WITH A POSS GUN CLR ADV THEY ARE DOWNSTAIRS CLR IS UPSTAIRS THERE ARE 3 APTS AT THIS LOC ALL APTS ARE IN THE SAME HOUSE, CLR LIVES IN UNIT C UPSTAIRS HE HEARS YELLING DOWNSTAIRS CLR DOESNT HAVE ANY WEAPONS CLR ADV THE PEOPLE THAT ARE DOWN STAIRS SEEM TO BE SCARED CLR FROM < APT B > ADV HE WAS JUST ROBBED AT GUNPOINT, THEY KICKED IN HIS DOOR 2M'S, WITH MASKS BOTH HAD PISTOLS, LEFT ON FOOT, UNK DOT MW, SKELETON MASK, ALL BLACK CLOTHING MB, SKELETON MASK, ALL BLACK CLOTHING

On 11/29/2016, at about 0307 hours, I was dispatched to 328 S Hampton for a Robbery. When I arrived on scene I located Wesley Bishop behind the residence throwing some items in the trash can. Bishop told me that he had just been robbed. Bishop was in front of the residence when three males came running at him. One was a skinny black male around 6'3". Another was a white male around 5'7". There was a third, but Bishop could not get a description. All three males had black hand guns. The males demanded that he get on the ground. One of the males hit Bishop in the chest with the butt of the pistol. Bishop laid on the ground. One of the males took Bishop's wallet. Inside the wallet were his driver's license, a Central Bank credit card, and $220 in cash. One of the males stayed outside of the residence and the other two entered into apartment B.

Wilson Bryan lives in the upstairs apartment (apartment C). Bryan heard something and looked out the window. Bryan saw a man in a mask standing out side of apartment B.

Derek Minich was in apartment B when he heard screaming outside of his door. Two males opened his door and entered into his apartment. One of the males hit Minich in the chest twice with a handgun. The males started to go through Minich's room. The males took an Xbox One and $700 in cash. Minich said the males seem nervous. Minich said he thinks it could have been an air soft gun because it did not hurt when he was hit by it. Minich said the males were wearing skull masks that covered the bottom parts of their faces. Minich said seemed like the males had been their before because they seemed to be looking for something.

When I was talking to Bishop, a female, Jessica Gamble came running toward me from across the street. Gamble asked who I was and I informed her that I was a police officer. Gamble said that she had been in apartment B when the three males came in. She tried to call 911, but one of the males took her Samsung S6 Edge cell phone. The males left the residence. Gamble grabbed someone else's phone and went outside after the males. Gamble saw the males run toward the west through some of the apartments. Gamble told me that she could locate her phone by using an app on the other phone she grabbed. Gamble tried to run off to follow the males multiple times. I told Gamble that she could not run off after the males because they were armed. Gamble told me that they would not hurt her because "I have tits and they are amazing." Gamble ran off towards the west and said that it was a free county and we could not stop her from going where she wanted.

I gave all the victims this report number.

All three of the victims were highly intoxicated. The victims all had a hard time standing still and telling me what happened. When I left the area I saw the three victims walking in the direction that the males had gone.

Supplemental:

Author:	#1370 WILLIAMS, C.	**Report time:**	12/22/2016 11:01
Entered by:	#1370 WILLIAMS, C.	**Entered time:**	12/22/2016 11:01

Narrative:

I was assigned this case for follow up investigation. I reviewed the initial police report taken by Officer J. Brown (DSN#1740).

Follow Up

Derek Minich

I contacted Minich who advised me he had no additional information to provide at this time. Minich stated he believed he could possibly identify the suspects if seen again but said it would be a challenge as they were wearing masks, hoods, and sunglasses.

I advised Minich that often times in these types of robberies there is usually a narcotic element that led to the address being targeted. I advised this usually involved marijuana or illegal drug sales and he stated that could have led to this incident as well. He reported that no illegal substances were in his apartment at the time of this robbery.

Jessica Gamble

On 12/22/16 I contacted the female victim, Jessica Gamble, who stated since filing the police report she has gotten her cellular telephone back. She stated after the phone had been stolen she used a function to alert the possessor of the cellular telephone that it was stolen and to leave it at "The Flea." Gamble said the following afternoon, at approximately 1300 hours, went to the location and located her cellular telephone. She reported bar staff had stated an older woman had located it inside the bar.

Gamble stated after police cleared the scene on the morning this incident took place Minich located a knife which they believed belonged to the suspects. They believed the suspects were in possession of knives as well as guns. She stated she attempted to contact police to report this find but had not received any contact back. Gamble advised that nobody witnessed the suspects drop the knife as they fled. Due to the elapsed time and the transfer between parties I did not attempt to collect the knife as evidence.

Gamble had no further suspect information to provide at this time.

Wesley Bishop

On 12/22/16 I attempted to contact Bishop but was unsuccessful. As of this date I have received no contact from Bishop.

Wilson Bryan

I contacted the witness, Wilson Bryan, who advised he had nothing further to report and that he only witnessed a brief portion of the incident.

Conclusion

I am SUSPENDING this case pending further investigative leads.

G.64

Springfield Police Department

Incident: SPD230628019330

Incident details:

Incident Type:	Auto Theft, Stolen Vehicle
Incident time:	06/27/2023 23:59 - 06/28/2023 11:00
Reported time:	06/28/2023 12:44
Incident location:	915 E ELM ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 358, Beat: MSU) 65806
Incident status:	Unassigned
Summary:	Auto Theft, Stolen Vehicle

Involved Persons:

Name:	DAMERON, MICHAEL JAMES	**Gender:**	Male
Classification:	Victim		
Name:	CHOATE, ELTON L	**Gender:**	Male
Classification:	Person of interest		
Name:	DICKMAN, BRANDON MICHAEL	**Gender:**	Male
Classification:	Property owner		

Involved Property:

- Veh accessory: Seat / Damaged / [SCOOTER SEAT]
- Veh accessory: Ignition, ignition switch / Damaged / [IGNITION SWITCH TRIM]
- Veh accessory: Vehicle light (spotlight, fog light, headlight) / Damaged / [HEADLIGHT ASSEMBLY]
- Media card / Evidence / MEDIA CARD
- Police video/recording / Evidence / BWC 1877

Involved Vehicles:

- Recovered; Stolen / Honda CHF50 2007 VIN:JH2AF60057K505026 / [Motorcycle: Moped] MO Colors: Blue, light, White / Blue, light

Involved Officers:

- Reporting officer / BASHIOUM, M. / #1747 / SPD / Sworn / SQUAD 3 / #1493 D'ANDREA, T. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / MCCONNELL, A. / #1877 / SPD / Sworn / SQUAD 1 / #1215 MARCUM, J. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / DOLLARHITE, C. / #N129 / SPD / Non sworn / RECORDS FIRST SHIFT / #1789 SMALL, K. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / SCHERTZ, D. / #1973 / SPD / Sworn / ADMINISTRATIVE / #1137 SCHROEDER, E. / 06/28/2023 / 20230628 --:--:--:---

Reports:

General report:

Author:	#1973 SCHERTZ, D.	**Report time:**	06/28/2023 13:07
Entered by:	#1973 SCHERTZ, D.	**Entered time:**	06/28/2023 13:07

Narrative:

On 06/28/2023 I was working at the front desk at Police Headquarters (321 E Chestnut Exy) when a subject came in to report a stolen vehicle.

The subject, Michael Dameron, stated his 2007 Hinda CHF50 (VIN: JH2AF60057K505026) was stolen between 06/27/2023 2359 hours, and 06/28/2023 1100 hours. The vehicle was a gift from his grandmother-in-law. Dameron stated he had an Apple Air tag attached to the vehicle and was pinging at 325 S Hampton.

Dameron described the vehicle as royal blue and white. The left mirror was missing and there was a crack down on the back of the moped.

Dameron said no one had permission to use the mope or have possession of it. Dameron did not know who would have stolen the mope. Dameron stated he wanted to pursue charges if the suspect was located.

I provided Dameron with a case number. I later tasked MULES to add the vehicle as stolen.

Supplemental:

Author:	#N129 DOLLARHITE, C.	**Report time:**	06/28/2023 14:52
Entered by:	#N129 DOLLARHITE, C.	**Entered time:**	06/28/2023 14:52

Narrative:

On 06/28/2023, while working MULES, I received a hit from Dispatch stating that Officer McConnell was out with the owner, Michael Dameron and the stolen scooter mentioned in this report.

I confirmed the entry active per our records, and tasked MULES for removal.

VTU was already tasked at the time of this report.

Supplemental:

Author:	#1877 MCCONNELL, A.	**Report time:**	06/28/2023 15:06
Entered by:	#1877 MCCONNELL, A.	**Entered time:**	06/28/2023 15:06

Narrative:

On 6/28/23, I was dispatched to 328 S. Hampton reference a stolen scooter.

Ofc. Bashioum advised he located the scooter on the property earlier today but it was not listed as stolen at that time.

Ofc. Bashioum and I contacted the vehicle owner, Michael Dameron, near McDaniel/Hampton. He showed us a photo of the stolen scooter and the ping from the airtag attached to his scooter (blue/white 2007 Honda Metropolitan scooter VIN: JH2AF60057K505026 with missing left mirror and crack on rear panel), which pinged right at 328 S. Hampton.

Ofc. Bashioum and I arrived at the 328 S. Hampton address. This residence was divided into three separate apartments that did not connect. Ofc. Bashioum checked where the scooter was earlier today but it was not there. Several doors and windows were boarded up with plywood, however, some were missing. I checked the second story door on the east side of the residence. I noticed the plywood slab covering the door appeared to be removed by force due to screws being exposed. The door was locked. There were several "No Trespassing" signs placed around the residence. Dispatch contacted the property owner, Brandon Dickman, who advised no one was allowed on the property and would be willing to pursue charges for trespassing. A perimeter was established and a K-9 responded. A plywood slab covered the east sliding glass door, which was unlocked. After several announcements, a male attempted to exit one of the north windows but retreated back inside. Eventually the male exited the east door and was detained. The male was identified as Elton Choate. Officers cleared the units but no one else was located. The scooter was not located.

Brandon advised he also owned the two properties east of 328 S. Hampton, which were 323 and 327 S. Florence. Brandon stated 323 was vacant but 327 currently had a tenant.

Since the scooter was not located but the air tag still pinged at 328 S. Hampton, I had Dameron use the chime feature on the airtag app to at least recover his airtag. The chime was played several times inside the residence but could not be heard. While checking the other side of the fence between 328 S. Hampton and 323 S. Florence, I located a slab of plywood covering the basement of 323 S. Florence. When I removed the plywood, I observed Dameron's scooter as he described it just inside the basement.

Dispatch confirmed the scooter was stolen. Dameron advised there was new damage to the scooter:

- Headlight assembly valued at $300
- Ignition switch trim piece valued at $150
- Scuff marks on the seat valued at $100

I took photos of the scooter. I released the scooter to Dameron.

The trespassing report regarding Elton Choate was documented on 23-19347.

This incident was documented on my body worn camera.

Supplemental:

Author:	#1747 BASHIOUM, M.	**Report time:**	06/28/2023 16:09
Entered by:	#1747 BASHIOUM, M.	**Entered time:**	06/28/2023 16:09

Narrative:

On 6/28/2023 at 0626 hours, I was dispatched to Hampton and Walnut for a male who pushed a moped behind an abandoned house northeast of the intersection.

Upon arrival I located the abandoned building at 328 S Hampton. The residence was a multi resident unit and there was plywood on several of the entrances. There were "No trespassing" signs posted all over the building. Several of the windows were open, and there was a second door balcony door that was opened. Several of the plywood coverings had been pulled away and the building appeared unsecured.

There was a blue and white Honda scooter parked behind the residence underneath the stairwell. The scooter had the front portion removed to expose the wiring. I conducted a check through dispatch on the VIN (JH2AF60057K505026), and they advised it returned not on file, and not stolen.

I requested dispatch check resources for owner information for 328 S Hampton. Dispatch advised it checked to a Florence 327 LLC but they were unable to locate a phone number for contact.

Due to the moped not returning as stolen, not registered to anyone, and being unable to locate owner information for the residence, I cleared the scene with no further action.

Later in my shift, I was dispatched back to the residence for a stolen scooter, with an airtag attached, that was pinging at the residence. I contacted the callers with Ofc. McConnell, and was shown a picture of the scooter. The scooter in the photo matched the scooter I had located earlier in my shift. The airtag ping showed it was inside the building or directly outside.

I responded to the Hampton residence and the scooter was no longer outside the residence. Owner information was located by dispatch, and the owner was contacted. Dispatch advised no one should be in the residence, and they would pursue trespassing charges on anyone inside the building.

Several more officers responded and a K9 unit arrived. While waiting to make entry, a male tried to exit a window on the northside of the residence, but retreated inside when I attempted contact.

I remained on scene to assist with scene containment until all subjects were in custody. See Ofc. McConnell's report for more information.

G.65

Springfield Police Department

Incident: SPD220214004844

Incident details:

Incident Type:	Vandalism, Property Damage
Incident time:	02/14/2022 00:00 - 02/14/2022 11:30
Reported time:	02/14/2022 11:40
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	vandalism

Involved Persons:

Name:	BUEHLER, THOMAS DYLAN	**Gender:**	Male
Classification:	Complainant; Property owner; Vehicle owner; Victim		
Name:	BARNES, ANTHONY JAMES	**Gender:**	Male
Classification:	Person of interest		

Involved Property:

- Veh accessory: Tires / Damaged / [TIRE]

Involved Vehicles:

- Damaged / Chevrolet Tahoe 1999 VIN:1GNEK13R7XJ311940 / [Truck, van: Carry-all, SUV] MO Reg #0DES047 Colors: Silver/Aluminum / Silver/Aluminum

Involved Officers:

- Reporting officer / GOFF, K. / #1958 / SPD / Inactive employee / #1913 CARSON, E. / 02/14/2022 / 20220214 --:--:--:---

Reports:

General report:

Author:	#1958 GOFF, K.	**Report time:**	02/14/2022 12:33
Entered by:	#1958 GOFF, K.	**Entered time:**	02/14/2022 12:33

Narrative:

Thomas Dylan Buehler called Telcom on 2/14/2022 to report vandalism. Buehler stated he parked his silver 1999 Chevrolet Tahoe parked outside his apartment at 328 S. Hampton Ave at 0000 on 2/14/2022. Buehler stated he returned to his vehicle at 1130 and discovered the front drivers side tire had been slashed. Buehler stated it appeared the suspect first tried to cut the air valve but was unsuccessful so they stabbed the tire. Buehler stated the tire replacement would cost $150.

Buehler stated there is no surveillance at his apartment building. Buehler stated he believes his neighbor AJ Barnes, is a person of interest because he is "crazy" and Buehler recently stopped him from beating his girlfriend. Buehler stated Barnes lives in apartment B. Buehler stated he contacted Barnes who denies the vandalism.

Buehler stated he is eager to prosecute. He was given this report number.

G.66

Springfield Police Department

Incident: SPD220122002400

Incident details:

Incident Type:	Disturbance, Domestic
Incident time:	01/22/2022 22:45 - 01/22/2022 23:30
Reported time:	01/22/2022 23:03
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Cleared Exceptional - Other - remarks required
Summary:	domestic assault

Involved Persons:

Name:	GARGUS, TYLER W	**Gender:**	Male
Classification:	Juvenile		
Name:	GARGUS, SETH	**Gender:**	Male
Classification:	Involved persons (other than above)		
Name:	GARGUS, MISTY L	**Gender:**	Female
Classification:	Involved persons (other than above)		

Involved Property:

- Video surveillance / Evidence / BWC FOOTAGE
- Police video/recording / Evidence / BODY CAMERA FOOTAGE

Involved Officers:

- Reporting officer / THOMPSON, J. / #1771 / SPD / Sworn / SQUAD 14 / #1437 THORN, J. / 01/23/2022 / 20220123 --:--:--:---
- Reporting officer / BROWN, J. / #1740 / SPD / Sworn / PROPERTY CRIMES UNIT / #1310 KARNES, M. / 01/22/2022 / 20220122 --:--:--:---

Reports:

General report:

Author:	#1740 BROWN, J.	**Report time:**	01/23/2022 06:06
Entered by:	#1740 BROWN, J.	**Entered time:**	01/23/2022 06:06

Narrative:

CAD/Dispatch Comments:

OPEN LINE DISG, NO ONE RESPONDED TO CT, FEMALE STATED AND YOU ATTACKED ME. POSSIBLE ASSA. APT A RP IN A PHYS WITH HER HUSBAND, REFUSING EMS. SUBJS NAME IS SETH GARDIS MW BRIGHT CARHEART HOODIE, JEANS, NIKE SHOES. NO WEAPONS. UNK INTOX. < COVID POSITIVE > RP REFUSING TO PRESS CHARGES AGAINST THE MALE. ALL PARTIES ARE COVID POSITIVE. MISTY IS HYSTERICAL, KEEPS CRYING SHE DOESNT WANT HIM TO GO TO JAIL, SHE JUST WANTS SOMEONE TO CALM HIM DOWN. ANNOUNCED

On 01/22/2022, at about 2311 hours, I was dispatched to 328 S. Hampton Apt A for a domestic assault call. When I arrived on scene, I contacted Misty Gargus. Misty told me that she was having an argument with her husband of 3 years (Seth Gargus). Misty said she was positive for Covid-19 and Seth accused her of lying. Misty said she was calling 911 to scare Seth. Seth went up and hugged Misty. Misty said Seth hugged her to get her phone from her. Misty said she did not think Seth was attempting to assault her but took it that way because they were fighting. Misty said she was not injured and did not want to press charges. Misty said she wanted to take her son Tyler and go to her mother-in-law's house for the night. Misty and Seth have a history of loud arguments.

I did not observe any injuries to Misty.

I completed a Domestic Violence Lethality Assessment with Misty.

I gave Misty a victim/witness pamphlet.

Officer Thompson interviewed Seth. See Officer Thompson's report for more information.

Seth did not have any injuries and said he was not assaulted by Misty.

I waited on scene until Misty and Tyler left.

Based on the facts that neither party had any injuries and Misty was not sure if Seth was attempting to assault her, I was not able to determine a primary physical aggressor. I did not have probable cause to submit a case packet at the time of this report.

Supplemental:

Author:	#1771 THOMPSON, J.	**Report time:**	01/23/2022 06:22
Entered by:	#1771 THOMPSON, J.	**Entered time:**	01/23/2022 06:22

Narrative:

On 1-23-22 I responded with Officer Brown to a possible domestic assault at 328 S Hampton.

I spoke with Seth Gargus, who told me he and his wife (Misty Gargus) had been in an argument. He told me during the argument Misty had come outside and was being loud. Seth said he grabbed onto Misty, and made a reference like he was hugging something. Seth told me he had been verbally arguing with Misty but was trying to get her calmed down at that point. Seth said something to the effect that he told Misty to be quiet or people would start calling the police. Seth explained that while Misty pulled away from him she had fallen down on the porch.

I provided that information to Officer Brown. My BWC footage was associated with this incident.

G.67

Springfield Police Department

Incident: SPD230628019347

Incident details:

Incident Type:	Trespassing
Incident time:	06/28/2023 13:30 - 06/28/2023 13:30
Reported time:	06/28/2023 13:02
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Cleared Judicial - County PA
Summary:	trespassing

Involved Persons:

Name:	CHOATE, ELTON L	**Gender:**	Male
Classification:	Arrested		
Name:	DICKMAN, BRANDON MICHAEL	**Gender:**	Male
Classification:	Property owner; Victim		

Involved Property:

- Media card / Evidence / MEDIA CARD
- Police video/recording / Evidence / BWC 1877

Involved Officers:

- Reporting officer / MCCONNELL, A. / #1877 / SPD / Sworn / SQUAD 1 / #1215 MARCUM, J. / 06/28/2023 / 20230628 --:--:--:---

Reports:

General report:

Author:	#1877 MCCONNELL, A.	**Report time:**	06/29/2023 02:15
Entered by:	#1877 MCCONNELL, A.	**Entered time:**	06/29/2023 02:15

Narrative:

On 6/28/23, I was dispatched to 328 S. Hampton reference a stolen scooter that was located using an attached Apple airtag.

I contacted the caller near McDaniel/Hampton. The scooter was pinging directly over 328 S. Hampton.

The 328 S. Hampton property was a two story residence divided into three separate apartments that were not connected. There were multiple "NO Trespassing" signs posted around the property. Dispatch contacted the property owner, Brandon Dickman, who stated no one was allowed on the property and would be willing to pursue charges if someone was located inside. The plywood covering the second floor door appeared to be forced open due to the exposed screws in the wood. A slab of plywood covered the east side sliding glass door, but the door was unsecured. A K-9 unit arrived. After multiple announcements were made, a male attempted to exit one of the northern windows but retreated when he saw officers. Officers and the K-9 unit pushed into the room with the sliding glass door. When officers pulled open the door, which led into a hallway, the door quickly shut as if someone was holding the door from the other side. Officers gave more commands. A male voice said he would comply but he had to move belongings that he used to barricade the door. Eventually the male exited and was detained without further incident. The male identified himself as Elton Choate. Elton provided me with his name and date of birth but had difficulty remembering his social security number. Dispatch later confirmed Elton had two felony warrants (Greene County GRFTA 22-4960 for 1st degree tampering $1,500 and Christian County 23CTARW132 $1,500) and one misdemeanor warrant (SPD FTA indecent exposure 19-0359689 $1,000.)

I requested dispatch contact Brandon to respond to the scene. Brandon stated this was the fourth time someone had broken into the units since he became the property owner of this unit and 323 and 327 S. Florence. Brandon was unsure what damage was new and old. I provided Brandon with a victim/witness card with this report number.

The stolen scooter was recovered in the basement of 323 S. Florence, which was also a vacant unit. SPD 23-19330 documented the stolen scooter.

Elton was transported to the Greene County Jail and booked in on his warrants and 1st degree trespassing and placed on a 24-hour-hold.

I later completed a misdemeanor criminal case report packet for 1st degree trespassing. The packet was placed in the SDS Records Outbox. I logged the media card in the SDS Property Room.

This incident was documented on my body worn camera.

In the case report packet attached to this report, Victim 1 will be Brandon Dickman and Suspect will be Elton Choate.

G.68

Springfield Police Department

Incident: SPD111114049261

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	11/13/2011 19:00 - 11/14/2011 08:00
Reported time:	11/14/2011 08:34
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Theft from a vehicle

Involved Persons:

Name:	COPEN, ALYSSA	**Gender:**	Female
Classification:	Victim		

Involved Property:

- Personal: Bag, other / Stolen / [BACK PACK]
- Other: Other / Stolen / [SCHOOL FOLDERS]
- Other: Other / Stolen / [TEXT BOOK - STATISTICS]
- Entertainment: iPod/MP3 / Stolen / APPLE IPOD [IPOD]
- Computer items: Laptop / Stolen / HP PAVILLION
- Photo equip: Camera / Stolen / NIKON S9100 [COOL PIX]

Involved Vehicles:

- Targeted vehicle / HONDA ACCORD 1998 / [Automobile: Sedan, 4-door] (did not remember license plate) Colors: Gold / Gold

Involved Officers:

- Records / LEGGETT, P. / #1159 / SPD / Inactive employee / #1594 ROBINSON, M. / 11/14/2011 / 20111114 --:--:--:---

Reports:

General report:

Author:	#1159 LEGGETT, P.	**Report time:**	11/14/2011 09:34
	#1159 LEGGETT, P.		11/14/2011 09:34

Entered by:	**Entered time:**

Narrative:

Alyssa Copen advised that items were taken from gold 1998 Honda Accord last night. The vehicle was parked in the street in front of her house. She thought it was locked at the time. This morning, she discovered all doors unlocked and the driver's door cracked open. Copen listed the following items taken: HP Laptop, Nikon camera, IPOD, back pack with a Statistics textbook - folders and school paperwork. Copen did not have any serial numbers at this time. There was no suspect information.

G.69

Springfield Police Department

Incident: SPD130128003856

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	01/28/2013 01:00 - 01/28/2013 14:30
Reported time:	01/28/2013 16:16
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	stealing from a vehicle, past

Involved Persons:

Name:	SUTTON, ANDREA K	**Gender:**	Female
Classification:	Property owner; Victim		
Name:	FREDERICK, CECILY N	**Gender:**	Female
Classification:	Complainant; Property owner; Vehicle owner; Victim		
Name:	SUTTON, PAUL	**Gender:**	Male
Classification:	Vehicle owner		

Involved Property:

- Keepsakes: Book, any type / Stolen / OTC
- Personal: Clothing / Stolen / [MISC CLOTHING]

Involved Vehicles:

- Theft from / Pontiac Grand AM 2003 / [Automobile: Sedan, 2-door] MO Reg #KG4G0U Colors: Green / Green
- Theft from / Ford Mustang 1995 / [Automobile: Sedan, 2-door] MO Reg #YF1H8T Colors: White / White

Involved Officers:

- Records; Reporting officer / HENRY, L. / #N179 / SPD / Non sworn / RECORDS SECOND SHIFT / #1039 HIGDON, C. / 01/28/2013 / 20130128 --:--:--:---

Reports:

General report:

Author:	#N179 HENRY, L.	**Report time:**	01/28/2013 18:37
Entered by:	#N179 HENRY, L.	**Entered time:**	01/28/2013 18:37

Narrative:

While working Telcom, I was contacted by Cecily Frederick and Andrea Sutton. Frederick and Sutton stated both there vehicles were broken into and items stolen between 0100-1430, 28 January 2013.

Frederick and Sutton stated they parked there vehicles in the driveway of there home around 0100 this morning. At 1430, they went out and noticed items missing from both there vehicles. They have no suspect information.

Frederick and Sutton both stated there vehicles were locked.

Items Stolen: Miscellaneous clothing items from Frederick vehicle, and OTC's textbooks from Sutton's.

There was no vehicle damage.

Vehicle Info: 1 White 1995 Ford Mustang, 2dr. I ran the vehicle in MULES and it comes back registered to Cecily Frederick. No wants or warrants. 1 2003 Green Pontiac Grand Am, 2dr. I ran the vehicle in MULES and it comes back registered to Paul Sutton. Paul is Andrea's father. No wants or warrants.

I gave both Frederick and Sutton there report number.

G.70

Springfield Police Department

Incident: SPD181005039974

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	10/04/2018 23:00 - 10/05/2018 08:30
Reported time:	10/05/2018 08:51
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Theft from vehicle with forced entry.

Involved Persons:

Name:	HUEGERICH, ALEXANDER WILL	**Gender:**	Male
Classification:	Complainant; Property owner; Vehicle owner; Victim		

Involved Property:

- Other: Other / Stolen
- Computer items: Laptop / Stolen / HP ENVY 360
- Personal: Backpack / Stolen / SWISS GEAR
- Veh accessory: Window, right rear / Damaged / HONDA ELANTRA

Involved Vehicles:

- Damaged; Targeted vehicle; Theft from / Honda 2013 / [Automobile: Sedan, 4-door] MO (white 2013 Honda Elantra) Colors: White / White

Involved Officers:

- Reporting officer / WHITE, J. / #1295 / SPD / Inactive employee / #1594 ROBINSON, M. / 10/05/2018 / 20181005 --:--:--:---

Reports:

General report:

Author:	#1295 WHITE, J.	**Report time:**	10/05/2018 13:35
Entered by:	#1295 WHITE, J.	**Entered time:**	10/05/2018 13:35

Narrative:

Victim, Alex Huegerich, called Telcom to report theft of his backpack and its contents and damage to his white 2013 Honda Elantra.

Huegerich stated his vehicle was left locked and parked in the tenant parking lot. Huegerich indicated the suspect(s) gained access to his locked vehicle by smashing out the rear passenger door with an unknown instrument.

At the time of this report writing, Huegerich reported no other items stolen, no suspect information and no other property damage. Huegerich stated he would be willing to prosecute.

I advised Huegerich of the report number for future references.

G.71

Springfield Police Department

Incident: SPD210506015319

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	05/05/2021 18:00 - 05/06/2021 06:00
Reported time:	05/06/2021 10:35
Incident location:	328 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Vehicle broken in to, items taken, ignition damaged

Involved Persons:

Name:	BUEHLER, THOMAS D	**Gender:**	Male
Classification:	Victim		
Name:	GARGUS, SETH	**Gender:**	Male
Classification:	Witness		
Name:	BUEHLER, ELIZABETH C	**Gender:**	Female
Classification:	Other		
Name:	PAXTON, DANIEL THOMAS	**Gender:**	Male
Classification:	Other		

Involved Property:

- Sporting goods: BB gun / Stolen / [OLD WOOD BB GUN]
- Vehicle documents / Recovered; Stolen / VEHICLE TITLE / 1GNEK13R7XJ311940
- Police video/recording / Evidence / BODY CAMERA
- Media card / Evidence / MEDIA CARD
- P21011977 / Latent print / Evidence / VEHICLE DOORS LATENT PRINT

Involved Vehicles:

- Damaged / Chevrolet Tahoe 1999 VIN:1GNEK13R7XJ311940 / [Truck, van: Carry-all, SUV] MO Reg #0DES47 Colors: Gray / Gray

Involved Officers:

- Records; Reporting officer / MCCALLISTER, C. / #N117 / SPD / Inactive employee / #N149 WILLIAMS, B. / 09/29/2021 / 20210929 --:--:--:---
- Reporting officer / ST CLAIR, C. / #1643 / SPD / Sworn / SQUAD 3 / #1493 D'ANDREA, T. / 05/06/2021 / 20210506 --:--:--:---

Reports:

General report:

Author:	#1643 ST CLAIR, C.	**Report time:**	05/06/2021 14:42
Entered by:	#1643 ST CLAIR, C.	**Entered time:**	05/06/2021 14:42

Narrative:

On 05/06/2021 I responded to 328 S Hampton in reference to a past stealing from a vehicle. Upon arrival, I contacted Thomas Buehler in reference to the incident. Thomas was standing next to his 1999 Chevrolet Tahoe, bearing MO license 0DE S47.

According to Thomas, he parked his vehicle at approximately 1800 hours on 05/05/2021 near his apartment complex (328 S Hampton #C). On 05/06/2021, he went out to his vehicle and noticed the driver's door lock had been damaged. He also noticed his driver's door was ajar. He opened the door and saw the plastic trim around the steering column and the ignition had been damaged. He attempted to start his vehicle and it would not start. After attempting to start the vehicle, he attempted to turn it off but it would not completely turn off. The engine began to smoke and he disconnected the battery terminal while I was there.

Thomas advised an old BB gun (unknown make, rifle style), his Missouri car title, and some coins was stolen from inside the vehicle. Thomas advised he purchased the vehicle from his mother for approximatley $1,500.00.

I photographed the vehicle and dusted for latent prints. I located a partial print on the driver's door and passengers door. I collected both partial latent prints.

I spoke with Seth Gargus (neighbor) in reference to the incident. Seth advised he exited his residence at approximately 0600 hours on 05/06/2021 and saw a Caucasian female and male walking through the alleyway. Seth advised both individuals were wearing backpacks. I asked Seth if he saw either of them carrying a rifle or BB gun and Seth stated he believed the male was but was not certain.

Seth described the individuals as followed: Caucasian male, approximately 6'0, approximately 180 pounds, white T-shirt, and wearing blue jeans. Seth described the female as Caucasian, approximately 5'5, 130 pounds, wearing black long sleeve T-shirt, and black pants.

I informed Thomas of the report number in reference to the incident. I logged the media card and latent print cards in to the property room at Headquarters.

Supplemental:

Author:	#N117 MCCALLISTER, C.	**Report time:**	09/29/2021 20:05
Entered by:	#N117 MCCALLISTER, C.	**Entered time:**	09/29/2021 20:05

Narrative:

On 09/29/21, Daniel Paxton came into HQ to provide documents that he had found in his recovered vehicle from SPD 21-15458.

Upon adding Thomas Buehler to that report, I found that the Certificate of Title had been reported stolen in this report. I marked the title as having been recovered, then linked the two reports. All documents provided by Paxton were logged into property under that report number (21-15458).

Paxton brought in a Certificate of Title, an Original Motor Vehicle Title Receipt, and a Transfer Motor Vehicle Registration Receipt. The Certificate of Title was for a 1999 Chevrolet (VIN: 1GNEK13R7XJ311940) and showed Thomas Dylan Buehler as the owner. The receipts he provided both listed Tom Buehler and Elizabeth Buehler on them and were for the same vehicle as the title. Paxton advised that he had found the documents in the passenger seat of the recovered vehicle.

I tasked VTU and FCU from the other report.

G.72

Springfield Police Department

Incident: SPD230711020884

Incident details:

Incident Type:	Burglary, Residential
Incident time:	07/11/2023 14:10 - 07/11/2023 14:30
Reported time:	07/11/2023 14:10
Incident location:	327 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Residential burglary.

Involved Persons:

Name:	ROZA HOMES	**Gender:**	
Classification:	Victim		
Name:	DECKER, DIXIE R	**Gender:**	Female
Classification:	Property owner		
Name:	STILES, JENNIFER R	**Gender:**	Female
Classification:	Complainant		

Involved Property:

- Furniture: Door frame, structure / Damaged / [UPSTAIRS DOOR/FRAME]
- Furniture: Door, wood/patio/sliding/etc / Damaged / [BACK DOOR]
- Media card / Evidence / MEDIA CARD
- Police video/recording / Evidence / BC FOOTAGE: 1824

Involved Officers:

- Reporting officer / VU, A. / #1824 / SPD / Sworn / SQUAD 5 / #1466 COLLIER, C. / 07/11/2023 / 20230711 --:--:--:---

Reports:

General report:

Author:	#1824 VU, A.	**Report time:**	07/11/2023 16:56
Entered by:	#1824 VU, A.	**Entered time:**	07/11/2023 16:56

Narrative:

On 07/11/2023 at around 1412 hours, I was dispatched to 327 S. Florence Avenue in reference to a possible residential burglary situation.

The following is a summary of my investigation. Refer to my body worn camera footage for the exact transcript.

When I arrived, I noticed Officers had already established containment around 327 S. Florence Avenue. I contacted the reporting party (identified as Jennifer Stiles) when she arrived on scene.

Stiles advised she was the property manager for Roza Homes and 327 S. Florence Avenue was one of the properties owned by the company. Stiles said the logged address was vacant since May of 2023 and no one should be inside of the residence. Stiles advised the logged address was checked by another employee of Roza Homes around 2-2 1/2 weeks prior to this investigation and it was secured. Stiles provided me with her statement.

Stiles told me she was working today when she received a phone call from an unnamed citizen. Stiles stated the citizen told her 327 S. Florence Avenue was posted for rent on Craigslist and they were interested in renting the location. Stiles said the citizen told her they were at the logged address and they noticed the back door was broken.

Stiles said she looked up the advertisement on Craigslist described by the citizen and noticed it was a fraudulent advertisement listing using 327 S. Florence Avenue (refer to report #23-20888 for further details).

Stiles stated she told the citizen the advertisement for 327 S. Florence Avenue was fraudulent and she called the police to check on the logged address. Stiles requested a safety sweep for the interior of 327 S. Florence Avenue and stated the owner of Roza Homes (identified as Dixie Decker) would be willing to press charges against anyone was located inside of 327 S. Florence Avenue during the safety sweep.

I approached the back door of 327 S. Florence Avenue and noticed the top half of the back door was broken off and the bottom half still attached to the door frame was opened. I announced my presence several times and entered the residence with other Officers after receiving no response.

During the safety sweep, I found the upstairs door was locked via a latch above the door knob. My backup Officer contacted Stiles and she confirmed the door should not be locked while noting she did not have a key to the upstairs door. Stiles advised Officers were allowed to force the upstairs door open to complete the safety sweep.

I retrieved my hand held ram and forced the upstairs door open with a handful of strikes. The safety sweep was completed and no one was located inside of 327 S. Florence Avenue. I noticed, during the process of forcing the upstairs door open with my hand held ram, I caused damage to the door frame where the latch connected to the door frame and there was noticeable damage on the upstairs door itself where the ram connected. I examined the top latch which held the upstairs door shut and found it was a self locking type device.

I took photographs of the damaged back door and the damaged upstairs door/door frame. Stiles advised it would cost around $400.00 to repair both the back and upstairs door; total cost would be around $800.00.

I provided Stiles with the case number.

Due to lack of available media card at this time, I used the same media card involved with this incident to document the fraudulent Craigslist ad (refer to report #23-20888).

I logged the media card used for this incident and report #23-20888 to the SDS property/evidence room.

Nothing further.

G.73

Springfield Police Department

Incident: SPD230711020888

Incident details:

Incident Type:	Stealing
Incident time:	07/10/2023 15:19 - 07/11/2023 15:19
Reported time:	07/11/2023 15:19
Incident location:	327 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Stealing; fraudulent post listing victim organization's property for sale.

Involved Persons:

Name:	HIGHFILL, CHARLIE	**Gender:**	Unknown
Classification:	Suspect		
Name:	ROZA HOMES	**Gender:**	
Classification:	Victim		
Name:	HIGHFILL, CHARLIE T	**Gender:**	Male
Classification:	Person of interest		
Name:	DECKER, DIXIE R	**Gender:**	Female
Classification:	Property owner		
Name:	STILES, JENNIFER R	**Gender:**	Female
Classification:	Complainant		

Involved Property:

- Media card / Evidence / MEDIA CARD
- Police video/recording / Evidence / BC FOOTAGE: 1824
- P23016059 / Photograph / Evidence / PHOTOS

Involved Officers:

- Investigative service specialist; Reporting officer / LAYTON, A. / #N126 / SPD / Non sworn / CRIME ANALYSIS UNIT / #1291 FLOOD, C. / 07/28/2023 / 20230728 --:--:--:---
- Reporting officer / VU, A. / #1824 / SPD / Sworn / SQUAD 5 / #1466 COLLIER, C. / 07/11/2023 / 20230711 --:--:--:---

Reports:

General report:

Author:	#1824 VU, A.	**Report time:**	07/11/2023 19:08
Entered by:	#1824 VU, A.	**Entered time:**	07/11/2023 19:08

Narrative:

On 07/11/2023, I was dispatched to 327 S. Florence Avenue in reference to a past burglary incident (refer to report #23-20884 for further information). The call for service concerning incident #23-20884 was initiated at approximately 1410 hours.

The following is a summary of my investigation. Refer to my body worn camera footage for the exact transcript.

During my investigation, the reporting party (identified as Jennifer Stiles) advised she was the property manager for Roza Homes and 327 S. Florence Avenue was one of the properties owned by the company.

Stiles told me she was working today when she received a phone call from an unnamed citizen. Stiles stated the citizen told her 327 S. Florence Avenue was posted for rent on Craigslist and they were interested in renting the location. Stiles said the citizen told her they were at the logged address and they noticed the back door was broken.

Stiles said she looked up the advertisement on Craigslist described by the citizen and noticed it was a fraudulent advertisement listing using 327 S. Florence Avenue.

Stiles stated she told the citizen the advertisement for 327 S. Florence Avenue was fraudulent and she called the police to check on the logged address. Stiles requested a safety sweep for the interior of 327 S. Florence Avenue and stated the owner of Roza Homes (identified as Dixie Decker) would be willing to press charges against anyone was located inside of 327 S. Florence Avenue during the safety sweep.

A safety sweep of 327 S. Florence Avenue was performed and no one was located within (refer to report #23-20884 for further details). I had Stiles show me the Craigslist ad.

The Craigslist ad showed photographs of 327 S. Florence Avenue and listed the location for rent under the name "Beautiful home for rent" with a price of $800.00 listed. Craigslist showed the ad was listed on 07/10/2023 and the associated post ID number was 7641701675. The poster was named "Charlie Highfill" with a phone number of 573-617-7458 and an email of 5781b07489433efea9e448142de356e7@hous.craigslist.org . The ad noted:

"This is a amazing home. 2 full BR 1 full bath, ceiling fans, air conditioner in every room, gorgeous hardwood floors, and in a very nice neighborhood. There is a beautiful completely finished upstairs which makes it 3 BR. Truly an amazing home This is available asap upon approved application and rent and security deposit. $800 month + $700 dep Pets welcome for additional $50 month. To fill out application and schedule specific time to see the house, please email or message for application. There is a $25 application fee which covers cost of background checks and credit checks."

I took photographs of the above noted ad. Due to the lack of media cards, the media card used during this incident was the same as the one I used for #23-20884.

I provided Stiles with the case number. I requested for Stiles to send the screenshots of the Craigslist ad to centralrecords@springfieldmo.gov.

Using DOR resources, I found a subject named Charlie Highfill existed with an active warrant for his arrest and listed him as a person of interest.

Nothing further.

Supplemental:

Author:	#N126 LAYTON, A.	**Report time:**	07/28/2023 10:36

G.74

Entered by:	#N126 LAYTON, A.	**Entered time:**	07/28/2023 10:36

Narrative:

Jennifer Stiles emailed Central Records on 7/11/2023 from email address jranaestiles@gmail.com. The email referenced this report number and contained four attached photos of the home listing. The email was attached to this report and the attached photos were burned to a disk and logged into the Property Room as evidence.

A unit notification task was sent to the Property Crimes Unit for review.

Springfield Police Department

Incident: SPD161011042744

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	10/11/2016 06:00 - 10/11/2016 20:10
Reported time:	10/11/2016 20:14
Incident location:	327 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Stealing From A Vehicle

Involved Persons:

Name:	BALDWIN, NATHANIEL M	**Gender:**	Male
Classification:	Complainant; Property owner; Vehicle owner; Victim		

Involved Property:

- Firearm parts : Magazine / Stolen / SPRINGFIELD ARMORY (SPRINGFIELD, IL) MAGAZINE FOR XD45
- Pistol : Semiautomatic action (autoloading) / Stolen / SPRINGFIELD ARMORY (SPRINGFIELD, IL) XD45 PISTOL / XD703115 / .45 caliber

Involved Vehicles:

- Theft from / Chevrolet Sonic 2015 VIN:1G1JC5SH8F4104645 / [Automobile: Sedan, 4-door] MO Reg #YJ8D5B Colors: Red / Red

Involved Officers:

- Records; Reporting officer / MANLOVE, L. / #1803 / SPD / Non sworn / RECORDS THIRD SHIFT / #1871 CORRELL, R. / 10/11/2016 / 20161011 --:--:--:---

Reports:

General report:

Author:	#1803 MANLOVE, L.	**Report time:**	10/11/2016 20:27
Entered by:	#1803 MANLOVE, L.	**Entered time:**	10/11/2016 20:27

Narrative:

Nathaniel Baldwin contacted Telcom to report the theft of his Springfield Armory XD45 semiautomatic pistol and 15 round magazine from his 2015 Chevrolet Sonic while it was parked at his residence.

Baldwin reported that he believes the theft took place on 10/11/2016 at some time between 0600 and 2010 hours. Baldwin advised that the vehicle was left unlocked, as he had no troubles before with having an unlocked car in his neighborhood. When Baldwin went to his vehicle at 2010 hours, he discovered that his gun and the magazine that he kept in the driver's side door were missing. He was able to provide the serial number for the gun as XD703115 and estimated it to be worth $515.

Baldwin is willing to prosecute for the theft.

Baldwin was provided with this report number.

MULES was tasked for entry.

G.75

Springfield Police Department

Incident: SPD170124003376

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	01/23/2017 20:00 - 01/24/2017 06:30
Reported time:	01/24/2017 15:40
Incident location:	327 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	stealing from a vehicle

Involved Persons:

Name:	BALDWIN, NATHANIEL M	**Gender:**	Male
Classification:	Complainant; Property owner; Vehicle owner; Victim		

Involved Property:

- Credit card : Other / Stolen / CREDIT CARDS
- Other: Other / Stolen / [BATON]
- Personal: Pocket knife, knife / Stolen / [BUCK KNIFE]

Involved Vehicles:

- Theft from / Chevrolet Sonic 2015 / [Automobile] MO Colors: Red / Red

Involved Officers:

- Reporting officer / YEPSEN, D. / #1814 / SPD / Inactive employee / #1594 ROBINSON, M. / 01/24/2017 / 20170124 --:--:--:---

Reports:

General report:

Author:	#1814 YEPSEN, D.	**Report time:**	01/24/2017 16:06
Entered by:	#1814 YEPSEN, D.	**Entered time:**	01/24/2017 16:06

Narrative:

Nathaniel Baldwin called Telcom to report theft of items from his red 2015 Chevrolet Sonic.

Baldwin stated the vehicle was parked at his residence and locked. Baldwin remarked the suspect(s) "popped the door." Baldwin advised a knife, baton, and some credit cards were stolen. Baldwin stated he had no suspect information. Baldwin mentioned a similar incident happened a few months ago, see related report 16-42744.

Baldwin stated he is willing to prosecute.

I advised Baldwin of the police report number.

G.76

Springfield Police Department

Incident: SPD200112001502

Incident details:

Incident Type:	Burglary, Residential
Incident time:	12/13/2019 13:00 - 01/12/2020 14:10
Reported time:	01/12/2020 14:10
Incident location:	307 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Suspended - pending further leads
Summary:	Residential burglary with property damage and property stolen.

Involved Persons:

Name:	CHANITZ, SAMUEL	**Gender:**	Male
Classification:	Victim		
Name:	MEYER, ETHAN W	**Gender:**	Male
Classification:	Complainant; Victim		

Involved Property:

- Media card / Evidence / MEDIA CARD
- Furniture: Door frame, structure / Damaged / [DOOR FRAME]
- Entertainment: Game console / Stolen / XBOXONE [XBOX ONE AND TWO CONTROLLERS]
- Entertainment: Television / Stolen / ROKU [55 INCH 4K ROKU TV] / 1901GTD000013A07882

Involved Officers:

- Reporting officer / VU, A. / #1824 / SPD / Sworn / SQUAD 5 / #1466 COLLIER, C. / 01/12/2020 / 20200112 --:--:--:---

Reports:

General report:

Author:	#1824 VU, A.	**Report time:**	01/12/2020 15:25
Entered by:	#1824 VU, A.	**Entered time:**	01/12/2020 15:25

Narrative:

On 01/12/2020, I was dispatched to 307 S. Florence Avenue in reference to a past residential burglary.

When I arrived, I contacted the caller (identified as Ethan Meyer) after he allowed me inside of the residence. Meyer told me he lived at the logged address with his roommate (identified as Samuel Chanitz). Meyer advised his residence was burglarized while he and Chanitz were out of town visiting family for winter break. I obtained Meyer's statement.

Meyer said he was last at the logged address on 12/13/2019. Meyer told me he and Chanitz secured the residence before leaving the logged address during the afternoon of 12/13/2019. Meyer advised he returned to the address today during the afternoon. Meyer said the front door was locked, but when he entered the residence he noticed the living room television cabinet was tampered with, several items were stolen, and his back door was open with visible damage to the back door frame. Meyer advised the following items were missing:

- One black in color 55 inch 4K Roku Television; SN:1901GTD000013A07882; valued at $210.00.
- One black in color Xbox One gaming console and two black in color Xbox One controllers; unknown serial number; one controller marked with "Day 1 Edition" underneath the middle Xbox button; valued at $600.00 total.

The total value of known stolen items at the time of this investigation would be $710.00. Meyer advised he did not know how much it would cost to repair the back door at the time of this investigation.

Meyer was unable to provide me with suspect information at the time of this investigation. I was unable to speak to Chanitz due to him not being at the logged address at the time of this investigation. I processed the scene.

I took photographs of the residence, the damaged back door frame, and of the serial number associated with the stolen Roku Television. As I examined the back door exterior, I did not locate any shoe/boot prints on the door at the time of this investigation. I was unable to locate any potential latent prints during this investigation.

I provided Meyer with the case number. I advised Meyer, and by extension Chanitz, to report any other stolen items related to this incident to Telcom.

I tasked the MULES desk in adding the serial number associated with the Roku Television.

The media card associated with this incident was logged to the property/evidence room at Police HQ.

Nothing further.

G.77

Springfield Police Department

Incident: SPD240715020874

Incident details:

Incident Type:	Miscellaneous, All Other
Incident time:	07/15/2024 11:00 - 07/15/2024 12:00
Reported time:	07/15/2024 15:13
Incident location:	307 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Cleared Exceptional - Other - remarks required
Summary:	Information received.

Involved Persons:

Name:		**Gender:**	Male
Classification:	Person of interest		
Name:	BRUNER, ANDREA G	**Gender:**	Female
Classification:	Complainant		

Involved Officers:

- Reporting officer / STEWART, F. / #N162 / SPD / Non sworn / RECORDS SECOND SHIFT / #N179 HENRY, L. / 07/15/2024 / 20240715 --:--:--:---

Reports:

General report:

Author:	#N162 STEWART, F.	**Report time:**	07/15/2024 19:21
Entered by:	#N162 STEWART, F.	**Entered time:**	07/15/2024 19:21

Narrative:

On 07/15/2024, Andrea Bruner called Telcom to report suspicious activity that occurred on 07/15/2024 between 11:00 and 12:00 at her residence, 307 S. Florence Avenue.

Bruner reported that at 11:00, she witnessed an unknown indivdual walk around her house, approach her front door, "quietly" twist the doorknob, peek through her windows, and then leave. Bruner stated that at 12:00, the individual came back to her residence and acted in the same manner as the first time. However, Bruner informed that she and her friend (information unknown) went outside and "stared him down," which made him "briskly" walk away from her residence.

Bruner described the individual as a black male, 5'8, skinny, and was wearing a black sweatshirt and black sweatpants. Bruner expressed that she felt concerned for her safety as this was the second time an unknown stranger had approached her residence and acted suspicously. Bruner also mentioned that she lived at the residence alone and had no surveillane footage.

I provided Bruner with this report number for her records.

G.78

Springfield Police Department

Incident: SPD230628019330

Incident details:

Incident Type:	Auto Theft, Stolen Vehicle
Incident time:	06/27/2023 23:59 - 06/28/2023 11:00
Reported time:	06/28/2023 12:44
Incident location:	915 E ELM ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 358, Beat: MSU) 65806
Incident status:	Unassigned
Summary:	Auto Theft, Stolen Vehicle

Involved Persons:

Name:	DAMERON, MICHAEL JAMES	**Gender:**	Male
Classification:	Victim		
Name:	CHOATE, ELTON L	**Gender:**	Male
Classification:	Person of interest		
Name:	DICKMAN, BRANDON MICHAEL	**Gender:**	Male
Classification:	Property owner		

Involved Property:

- Veh accessory: Seat / Damaged / [SCOOTER SEAT]
- Veh accessory: Ignition, ignition switch / Damaged / [IGNITION SWITCH TRIM]
- Veh accessory: Vehicle light (spotlight, fog light, headlight) / Damaged / [HEADLIGHT ASSEMBLY]
- Media card / Evidence / MEDIA CARD
- Police video/recording / Evidence / BWC 1877

Involved Vehicles:

- Recovered; Stolen / Honda CHF50 2007 VIN:JH2AF60057K505026 / [Motorcycle: Moped] MO Colors: Blue, light, White / Blue, light

Involved Officers:

- Reporting officer / BASHIOUM, M. / #1747 / SPD / Sworn / SQUAD 3 / #1493 D'ANDREA, T. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / MCCONNELL, A. / #1877 / SPD / Sworn / SQUAD 1 / #1215 MARCUM, J. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / DOLLARHITE, C. / #N129 / SPD / Non sworn / RECORDS FIRST SHIFT / #1789 SMALL, K. / 06/28/2023 / 20230628 --:--:--:---
- Reporting officer / SCHERTZ, D. / #1973 / SPD / Sworn / ADMINISTRATIVE / #1137 SCHROEDER, E. / 06/28/2023 / 20230628 --:--:--:---

Reports:

General report:

Author:	#1973 SCHERTZ, D.	**Report time:**	06/28/2023 13:07
Entered by:	#1973 SCHERTZ, D.	**Entered time:**	06/28/2023 13:07

Narrative:

On 06/28/2023 I was working at the front desk at Police Headquarters (321 E Chestnut Exy) when a subject came in to report a stolen vehicle.

The subject, Michael Dameron, stated his 2007 Hinda CHF50 (VIN: JH2AF60057K505026) was stolen between 06/27/2023 2359 hours, and 06/28/2023 1100 hours. The vehicle was a gift from his grandmother-in-law. Dameron stated he had an Apple Air tag attached to the vehicle and was pinging at 325 S Hampton.

Dameron described the vehicle as royal blue and white. The left mirror was missing and there was a crack down on the back of the moped.

Dameron said no one had permission to use the mope or have possession of it. Dameron did not know who would have stolen the mope. Dameron stated he wanted to pursue charges if the suspect was located.

I provided Dameron with a case number. I later tasked MULES to add the vehicle as stolen.

Supplemental:

Author:	#N129 DOLLARHITE, C.	**Report time:**	06/28/2023 14:52
Entered by:	#N129 DOLLARHITE, C.	**Entered time:**	06/28/2023 14:52

Narrative:

On 06/28/2023, while working MULES, I received a hit from Dispatch stating that Officer McConnell was out with the owner, Michael Dameron and the stolen scooter mentioned in this report.

I confirmed the entry active per our records, and tasked MULES for removal.

VTU was already tasked at the time of this report.

Supplemental:

Author:	#1877 MCCONNELL, A.	**Report time:**	06/28/2023 15:06
Entered by:	#1877 MCCONNELL, A.	**Entered time:**	06/28/2023 15:06

Narrative:

On 6/28/23, I was dispatched to 328 S. Hampton reference a stolen scooter.

Ofc. Bashioum advised he located the scooter on the property earlier today but it was not listed as stolen at that time.

Ofc. Bashioum and I contacted the vehicle owner, Michael Dameron, near McDaniel/Hampton. He showed us a photo of the stolen scooter and the ping from the airtag attached to his scooter (blue/white 2007 Honda Metropolitan scooter VIN: JH2AF60057K505026 with missing left mirror and crack on rear panel), which pinged right at 328 S. Hampton.

Ofc. Bashioum and I arrived at the 328 S. Hampton address. This residence was divided into three separate apartments that did not connect. Ofc. Bashioum checked where the scooter was earlier today but it was not there. Several doors and windows were boarded up with plywood, however, some were missing. I checked the second story door on the east side of the residence. I noticed the plywood slab covering the door appeared to be removed by force due to screws being exposed. The door was locked. There were several "No Trespassing" signs placed around the residence. Dispatch contacted the property owner, Brandon Dickman, who advised no one was allowed on the property and would be willing to pursue charges for trespassing. A perimeter was established and a K-9 responded. A plywood slab covered the east sliding glass door, which was unlocked. After several announcements, a male attempted to exit one of the north windows but retreated back inside. Eventually the male exited the east door and was detained. The male was identified as Elton Choate. Officers cleared the units but no one else was located. The scooter was not located.

Brandon advised he also owned the two properties east of 328 S. Hampton, which were 323 and 327 S. Florence. Brandon stated 323 was vacant but 327 currently had a tenant.

Since the scooter was not located but the air tag still pinged at 328 S. Hampton, I had Dameron use the chime feature on the airtag app to at least recover his airtag. The chime was played several times inside the residence but could not be heard. While checking the other side of the fence between 328 S. Hampton and 323 S. Florence, I located a slab of plywood covering the basement of 323 S. Florence. When I removed the plywood, I observed Dameron's scooter as he described it just inside the basement.

Dispatch confirmed the scooter was stolen. Dameron advised there was new damage to the scooter:

- Headlight assembly valued at $300
- Ignition switch trim piece valued at $150
- Scuff marks on the seat valued at $100

I took photos of the scooter. I released the scooter to Dameron.

The trespassing report regarding Elton Choate was documented on 23-19347.

This incident was documented on my body worn camera.

Supplemental:

Author:	#1747 BASHIOUM, M.	**Report time:**	06/28/2023 16:09
Entered by:	#1747 BASHIOUM, M.	**Entered time:**	06/28/2023 16:09

Narrative:

On 6/28/2023 at 0626 hours, I was dispatched to Hampton and Walnut for a male who pushed a moped behind an abandoned house northeast of the intersection.

Upon arrival I located the abandoned building at 328 S Hampton. The residence was a multi resident unit and there was plywood on several of the entrances. There were "No trespassing" signs posted all over the building. Several of the windows were open, and there was a second door balcony door that was opened. Several of the plywood coverings had been pulled away and the building appeared unsecured.

There was a blue and white Honda scooter parked behind the residence underneath the stairwell. The scooter had the front portion removed to expose the wiring. I conducted a check through dispatch on the VIN (JH2AF60057K505026), and they advised it returned not on file, and not stolen.

I requested dispatch check resources for owner information for 328 S Hampton. Dispatch advised it checked to a Florence 327 LLC but they were unable to locate a phone number for contact.

Due to the moped not returning as stolen, not registered to anyone, and being unable to locate owner information for the residence, I cleared the scene with no further action.

Later in my shift, I was dispatched back to the residence for a stolen scooter, with an airtag attached, that was pinging at the residence. I contacted the callers with Ofc. McConnell, and was shown a picture of the scooter. The scooter in the photo matched the scooter I had located earlier in my shift. The airtag ping showed it was inside the building or directly outside.

I responded to the Hampton residence and the scooter was no longer outside the residence. Owner information was located by dispatch, and the owner was contacted. Dispatch advised no one should be in the residence, and they would pursue trespassing charges on anyone inside the building.

Several more officers responded and a K9 unit arrived. While waiting to make entry, a male tried to exit a window on the northside of the residence, but retreated inside when I attempted contact.

I remained on scene to assist with scene containment until all subjects were in custody. See Ofc. McConnell's report for more information.

Springfield Police Department

Incident: SPD201112038276

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	11/11/2020 22:30 - 11/12/2020 08:30
Reported time:	11/12/2020 09:19
Incident location:	323 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	theft from vehicle

Involved Persons:

Name:	INMAN, AARON	**Gender:**	Male
Classification:	Complainant; Vehicle owner; Victim		

Involved Property:

- Other: Papers, letters, documents / Stolen / [DOCUMENTS]
- Personal: Duffle bag / Stolen / [BAG]
- Entertainment: Amplifier (including music) / Stolen / ALPINE [AMPLIFIER]
- Veh accessory: Door, left front / Damaged / [TRIM]

Involved Vehicles:

- Theft from / Chevrolet Colorado 2006 VIN:1GCCS148668116813 / [Automobile] MO Reg #3DES72 Colors: Black / Black

Involved Officers:

- Reporting officer / STACY, J. / #1238 / Blueline / Inactive employee / #1594 ROBINSON, M. / 11/12/2020 / 20201112 --:--:--:---

Reports:

General report:

Author:	#1238 STACY, J.	**Report time:**	11/12/2020 13:20
Entered by:	#1238 STACY, J.	**Entered time:**	11/12/2020 13:20

Narrative:

Aaron Inman called Telcom on November 12, 2020, to report a theft from his beige 2006 Toyota Corolla at 323 S. Florence. Inman reported he locked and parked the vehicle across the street last night around 2230 hours and discovered the crime this morning at 0830 hours. He advised he had no security video. Inman reported the interior trim below the driver's door was damaged as the suspect(s) removed it to remove wiring for the Alpine amplifier (stolen). Also missing were a tool bag containing roadside assistance equipment, and vehicle documents from the glove compartment. Inman had no suspect information. He did not know how entry was gained. He is willing to press charges. I gave him this report number.

G.80

Springfield Police Department

Incident: SPD230613017541

Incident details:

Incident Type:	Assault, Domestic
Incident time:	06/08/2023 00:00 - 06/08/2023 00:00
Reported time:	06/13/2023 08:10
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Suspended - pending further leads
Summary:	Domestic Assault

Involved Persons:

Name:	HOOSER, GAVIN	**Gender:**	Male
Classification:	Suspect		
Name:	BUCHANAN, GENEVIEVE SHELBY LADD	**Gender:**	Female
Classification:	Complainant; Victim		

Involved Officers:

- Investigative service specialist; Reporting officer / MATNEY, S. / #1655 / SPD / Inactive employee / #1628 GOUTY, W. / 06/22/2023 / 20230622 --:--:--:---
- Reporting officer / STARK, T. / #1987 / SPD / Inactive employee / 06/13/2023 / 20230613 --:--:--:---

Reports:

General report:

Author:	#1987 STARK, T.	**Report time:**	06/13/2023 08:33
Entered by:	#1987 STARK, T.	**Entered time:**	06/13/2023 08:33

Narrative:

On 06/13/2023 at approximately 0810 hours, Genevieve Buchanan called telcom to report a domestic assault.

Buchanan stated on 06/08/2023 she broke up with her boyfriend, Gavin Hooser. Buchanan advised at approximately 2200 hours on 06/08/2023, she confronted Hooser at their residence at 1104 E McDaniel Street about him texting other females. Buchanan stated she and Hooser started to argue and he attempted to leave the residence.

Buchanan stated as Hooser was walking toward the front door of their residence she grabbed the back of his shirt to try to stop him from leaving. Buchanan advised Hooser turned around and punched the left side of her jaw with his closed right fist one time. Buchanan stated she still had a grip of his shirt after being punched in the jaw and Hooser picked her up off of the ground and threw her on the bed and walked out of the residence.

Buchanan stated she did not sustain any injuries to her jaw or body such as redness, soreness, swelling, or marks. I provided the central records email to Buchanan and advised her to provided pictures of her jaw.

Buchanan completed a "Domestic Violence Lethality Assessment". Buchanan answered "yes" to questions:

- 3
- 4
- 6
- 7
- 9

(See assessment for further).

Buchanan stated she was willing to prosecute.

I provided this report number to Buchanan.

Due to not being able to get a statement from Hooser and no evidence of injury from Buchanan, a case packet was not completed at this time.

Supplemental:

Author:	#1655 MATNEY, S.	**Report time:**	06/22/2023 09:59
Entered by:	#1655 MATNEY, S.	**Entered time:**	06/22/2023 09:59

Narrative:

Genevieve Buchanan emailed Central Records on 6-13-23 from email address buchanangenevieve@gmail.com. The email referenced this report number and contained embedded photos. The email was attached to the report.

Domestic Violence Unit tasked.

G.81

Springfield Police Department

Incident: SPD230904027601

Incident details:

Incident Type:	Sex Offense, All Except Rape
Incident time:	09/04/2020 07:00 - 07/04/2023 07:00
Reported time:	09/04/2023 07:10
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Suspended - waiting victim cooperation
Summary:	Reported sexual assaults

Involved Persons:

Name:	HOOSER, GAVIN	**Gender:**	Male
Classification:	Suspect		
Name:	BUCHANAN, GENEVIEVE SHELBY LADD	**Gender:**	Female
Classification:	Complainant; Victim		

Involved Property:

- P23019536 / Other : Form / Evidence / SEXUAL ASSAULT BILL OF RIGHTS

Involved Officers:

- Reporting officer / RAMSEY, E. / #1516 / SPD / Sworn / SPECIAL VICTIMS UNIT / #1702 LIGHTWINE, C. / 09/28/2023 / 20230928 --:--:--:---
- Reporting officer / MCMULLIN, J. / #1566 / SPD / Sworn / VEHICLE THEFT UNIT / #1310 KARNES, M. / 09/04/2023 / 20230904 --:--:--:---

Reports:

General report:

Author:	#1566 MCMULLIN, J.	**Report time:**	09/04/2023 07:40
Entered by:	#1566 MCMULLIN, J.	**Entered time:**	09/04/2023 07:40

Narrative:

On 09/04/2023, at 07:10 hours, I responded to Police Headquarters to contact a complainant of past sexual assault. Information provided to me through CAD described multiple past sexual assaults occurring over a two year period by the complainant's boyfriend.

I located the complainant, Genevieve S. Buchanan, in the parking lot outside the Headquarters lobby. I obtained a brief summary of what exactly Buchanan was needing reported, then obtained her pedigree information. Due to the time of day and it being a holiday (Labor Day), the parking lot was of void of any other persons. Because of this, I decided to gather Buchanan's statement there by her vehicle.

Buchanan informed me her ex-boyfriend, Gavin Hooser, sexually assaulted her countless times during their two year romantic relationship. Buchanan advised me some of the assaults occurred out of state and in other jurisdictions within Missouri. However, multiple assaults occurred at 1206 E. Norton and her current address of 1104 E. McDaniel (note: I later checked resources and found that 1206 E. Norton is not a good address).

The types of assaults Buchanan described were Hooser ejaculating inside her vagina without consent. Coercing her to have sex when she did not want to -- she described this as he would ask her repeatedly for sex until she relented and said yes. And finally having sexual relations with her when she was extremely drunk.

Buchanan advised me that there were times that she consensually had sex with Hooser, but other times she did not want to and he would either badger her into agreeing to it or have sex with her when she was intoxicated. Buchanan recalled times of Hooser telling her the following day that they had sex, but she had no recollection of the act occurring.

Buchanan was unable to provide me with any specifics regarding dates, how many times, or where these acts occurred. When asked for estimates, Buchanan was unable to do so. She only knew that it happened numerous times. When asked the last time one of these incidents occurred, Buchanan was unable to give me an approximate date/time or specific act. Buchanan advised me she broke up with Hooser approximately two months ago.

I did not attempt to interview Buchanan any further due to her inability to recall any specifics regarding the reported assaults.

Buchanan advised me she wished to seek prosecution against Hooser.

The Sexual Assault Survivor's Rights form was signed by Buchanan and she was provided a pamphlet containing victims resources and the report number for this incident. I also provided Buchanan with instructions on how to follow up on this report at a later date.

I later submitted the signed Sexual Assault Survivor's form into evidence at the Headquarter's Property Room. I had no further involvement in this investigation.

Supplemental:

Author:	#1516 RAMSEY, E.	**Report time:**	09/28/2023 15:34
Entered by:	#1516 RAMSEY, E.	**Entered time:**	09/28/2023 15:34

Narrative:

On 9/12/2023, I reviewed this case and called Genevieve Buchanan to follow-up on the case. I left her a voicemail requesting a return call. We were able to make phone contact later in the day and she informed me she was living in Springfield at 1104 E. McDaniel. She was separated from Gavin Hooser who lived at 616 S. Market (unknown apartment). Buchanan did not have a sexual assault kit after any of the sexual assaults, she had no injuries from them, and there were no witnesses to the incidents. She was willing to cooperate with the court if charges were presented. We scheduled her for a follow-up interview and recorded "cold" call to Hooser on 9/26/2023 at police headquarters.

G.82

On 9/26/2023, I received a voicemail from Buchanan stating that she could not make it to her interview due to car trouble.

On 9/28/2023, I called Buchanan and left her a voicemail requesting a return call about rescheduling her interview. She did not return my call.

On 9/29/2023, I called Buchanan again and left her another voicemail, this time advising her that she could contact me if she wished to reschedule her interview. This case is suspended pending Buchanan's participation.

Springfield Police Department

Incident: SPD221008032674

Incident details:

Incident Type:	Check Vehicle
Incident time:	10/08/2022 01:03 - 10/08/2022 02:02
Reported time:	10/08/2022 00:30
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	
Summary:	Check Vehicle-Citation given/vehicle towed

Involved Persons:

Name:		**Gender:**	
Classification:	Citation issued to		
Name:	HENRY'S TOWING	**Gender:**	
Classification:	Cooperating agency		
Name:	DIMAGGIO, THOMAS	**Gender:**	Male
Classification:	Vehicle owner		
Name:	DIMAGGIO, GIUSEPPE	**Gender:**	
Classification:	Vehicle owner		
Name:	CROY, KOLI	**Gender:**	Female
Classification:	Complainant		

Involved Property:

- Police video/recording / Evidence / BODY WORN CAMERA

Involved Vehicles:

- Abandoned; Released; Ticket/citation; Towed / Ford Fusion 2017 VIN:3FA6P0VP6HR176922 / [Automobile: Sedan] MO Reg #XC6Y3C Colors: Black / Black

Involved Officers:

- Reporting officer / KINDER, J. / #2004 / SPD / Sworn / SQUAD 4 / #1402 SANDAGE, J. / 10/08/2022 / 20221008 --:--:--:---

Reports:

General report:

Author:	#2004 KINDER, J.	**Report time:**	10/08/2022 04:03
Entered by:	#2004 KINDER, J.	**Entered time:**	10/08/2022 04:03

Narrative:

On 10/8/22 at approximately 0103 hours I was dispatched to 1104 E McDaniel St. regarding a check vehicle.

Upon my arrival I met with Koli Croy, the resident of 1104 McDaniel. Croy stated she did not know the owner of a black in color Ford Fusion (MO Plate XC6Y3C) that was blocking her driveway completely.

Using department resources I found the owner of the vehicle to be Giuseppe Dimaggio, from St. Louis. I contacted the Dimaggio's home phone number and was told their son, Thomas Dimaggio is the driver of the vehicle. I retrieved Thomas' telephone number from them and tried contacting Thomas. Thomas did not answer numerous calls.

Due to not being able to reach a driver of the vehicle I had it towed by Henry's. I also wrote the vehicle a citation. The citation was given to John (88) the tow truck driver, to be put with the vehicle's paperwork. The citation was for breaking Springfield Municipal Ordinance 106-300 Blocking a Driveway or within five feet. The court date is set for Jan. 23rd 2023, at 0900 hours.

I was wearing my BWC during this incident and this report is a summary of those events.

G.83

Springfield Police Department

Incident: SPD190318010005

Incident details:

Incident Type:	Stealing
Incident time:	03/18/2019 06:30 - 03/18/2019 07:00
Reported time:	03/18/2019 09:22
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Stealing/Property Damage

Involved Persons:

Name:	CASTEEL, LOREN CLAIRE	**Gender:**	Female
Classification:	Victim		

Involved Property:

- Media card / Evidence / MEDIA CARD
- Furniture: Screen, window or door / Damaged / [SCREEN WINDOW]
- Sporting goods: Rack, bicycle/ski / Stolen / [BICYCLE]

Involved Officers:

- Reporting officer / ADAMSON, M. / #1717 / SPD / Inactive employee / #1466 COLLIER, C. / 03/18/2019 / 20190318 --:--:--:---

Reports:

General report:

Author:	#1717 ADAMSON, M.	**Report time:**	03/18/2019 14:32
Entered by:	#1717 ADAMSON, M.	**Entered time:**	03/18/2019 14:32

Narrative:

On Monday March 18, 2019, I was dispatched to 1104 E. Mcdaniel St for a past burglary. Upon arrival, I contacted the victim (Loren Casteel), who advised that at approximately 0700 hours this morning she heard a noise on the back porch.

Casteel advised that after she heard the noise, she got up and walked to the back door of her residence which led to the screened in back porch. Casteel stated when she looked onto the back porch, she realized her bicycle was gone and the screen was cut open directly above where the bicycle was located. Casteel advised that the bicycle was a yellow bicycle and did not have any other descriptions of the bicycle. Casteel advised she was not entirely positive on the price of the bicycle but it was around $200.00. Casteel advised she would have to add the price to replace the screen at a later point once she knew how much it would cost.

After speaking with Casteel, I photographed the damage to the screen and where the bicycle was last seen. I later logged the media card into the property room at HQ.

Casteel was then provided with the case number.

G.84

Springfield Police Department

Incident: SPD211223045721

Incident details:

Incident Type:	Abandoned Vehicle
Incident time:	08/22/2021 19:00 - 12/23/2021 12:52
Reported time:	12/23/2021 12:33
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	
Summary:	Abandoned vehicle towed.

Involved Persons:

Name:		**Gender:**	
Classification:	Citation issued to		
Name:	DOS AMIGOS AUTO SALES	**Gender:**	
Classification:	Lien holder		
Name:	BRANCH, MICHAEL MALIK	**Gender:**	Male
Classification:	Vehicle owner		

Involved Vehicles:

- Abandoned; Parked; Released; Ticket/citation; Towed / Chevrolet Cruze 2014 VIN:1G1PC5SB5E7231887 / [Automobile: Sedan] MO Colors: Silver/Aluminum / Silver/Aluminum

Involved Officers:

- Other assisting employee / SMITH, S. / #1812 / SPD / Inactive employee / 12/23/2021 / 20211223 --:--:--:---
- Reporting officer / MERCER, M. / #1489 / SPD / Non sworn / TRAFFIC 2 / #1576 MILLER, J. / 12/23/2021 / 20211223 --:--:--:---

Reports:

General report:

Author:	#1489 MERCER, M.	**Report time:**	12/23/2021 13:15
Entered by:	#1489 MERCER, M.	**Entered time:**	12/23/2021 13:15

Narrative:

I was dispatched to check a vehicle that had been tagged on August 22nd, 2021, by Officer Sara Smith. Officer Smith had set up the call for the vehicle to be revisited for tow. The original tag was still on the vehicle but there was no mark on the ground. The vehicle checked no stolen by VIN, to a Michael Branch of Monett, Missouri. Due to call volume I was unable to contact Officer Smith until 12/23/2021 to confirm the vehicle had been sitting in the same place since August. She confirmed it had been.

I initiated a custody tow and issued a summons for inoperable on the city street.

G.85

Springfield Police Department

Incident: SPD220501013686

Incident details:

Incident Type:	Abandoned Vehicle
Incident time:	05/01/2022 07:05 - 05/01/2022 08:00
Reported time:	05/01/2022 07:05
Incident location:	1104 E MCDANIEL ST, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	
Summary:	Vehicle towed for blocking a driveway

Involved Persons:

Name:		**Gender:**	
Classification:	Citation issued to		
Name:	LOVE, JESSICA M	**Gender:**	Female
Classification:	Driver		
Name:	LOVE, ANGELA	**Gender:**	Female
Classification:	Vehicle owner		

Involved Property:

- Police video/recording / Evidence / BWC 1776

Involved Vehicles:

- Abandoned; Released; Ticket/citation; Towed / Chevrolet Cruze 2012 VIN:1G1PF5SC2C7408862 / [Automobile: Hardtop, 4-door] MO Reg #GF3C0M Colors: Black / Black

Involved Officers:

- Reporting officer / KELLY, S. / #1776 / SPD / Sworn / CYBER CRIMES UNIT / #1051 BURNETT, J. / 05/01/2022 / 20220501 --:--:--:---

Reports:

General report:

Author:	#1776 KELLY, S.	**Report time:**	05/01/2022 08:29
Entered by:	#1776 KELLY, S.	**Entered time:**	05/01/2022 08:29

Narrative:

On 05/01/2022 at 0705 hours, I was dispatched to 1104 E. McDaniel in reference to a vehicle that was parked blocking the resident's driveway. Upon arrival, I observed a black 2012 Chevrolet Cruze bearing MO licenses plate "GF3C0M" parked facing eastbound blocking the entire length of the driveway on McDaniel. The residents advised they were not able to leave for work because the Chevrolet was blocking them in.

I was unable to locate contact information for the owner of the Chevrolet. Based on the Chevrolet's location, I issued the vehicle a Springfield Municipal citation for blocking a driveway. Henry's Towing was contacted and towed the vehicle from the scene. I later submitted the tow sheet to the MULES desk.

This call was captured on my body worn camera and I had no further involvement with this incident.

G.86

Springfield Police Department

Incident: SPO202100000981

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	11/22/2021 18:00 - 11/23/2021 09:30
Reported time:	11/23/2021 11:06
Incident location:	315 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Stealing from a Vehicle

Involved Persons:

Name: CLARK, LILLIAN B **Gender:** Female

Classification: Complainant; Property owner; Vehicle owner; Victim

Involved Property:

- Veh accessory: Seat cover / Stolen
- Machinery/tools: Keys (all types) / Stolen
- Entertainment: CD/DVD / Stolen

Involved Vehicles:

- Doors locked; Theft from / NISSAN ALTIMA 2015 VIN:1N4AL3AP6FC144450 / [Automobile: Sedan, 2-door] MO Reg #VC9H9W Colors: Beige / Beige

Involved Officers:

- Reporting officer / MANLOVE, L. / #1803 / SPD / Non sworn / RECORDS THIRD SHIFT / #1871 CORRELL, R. / 11/24/2021 / 20211124 --:--:--:---

Reports:

SPRINGFIELD POLICE DEPARTMENT SUMMARY INCIDENT REPORT

REPORT NUMBER: SPO202100000981

INCIDENT INFORMATION

INCIDENT CODE	INCIDENT TYPE	INITIAL	SUPP	DATE/TIME STARTED	DATE/TIME ENDED	DATE/TIME REPORTED
STLGV	Vehicle Burglary	X		11/22/2021 06:00 PM	11/23/2021 09:30 AM	11/23/2021 11:06 AM

REPORT FILED FROM	TRACKING NUMBER	LOCATION OF OCCURRENCE	APPROVED BY:
173.24.246.90	T21001288	315 South Florence Avenue, SPRINGFIELD, MO 65806	1803/Lindsey Manlove

LOCATION TYPE	THEFT TYPE	METHOD OF ENTRY	METHOD OF EXIT	PT OF ENTRY	PT OF EXIT	ENTRY LOC
Street or highway						

PERSON LISTINGS

	TYPE	LAST NAME	FIRST NAME	MIDDLE NAME	DOB	RACE	SEX	DRIVER LIC NO	LIC ST
1	VIC	Clark	Lillian		05/09/2002	Asian	F	175300001	MO

SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE
***	Not of Hispanic	Resident	Gray	Sandy		505	260	

EMAIL	RESIDENCE ADDRESS	HOME PHONE
20lillianclark@gmail.com	315 South Florence Avenue, Springfield, MO , US	573-870-0758
EMPLOYER NAME	BUSINESS ADDRESS	WORK PHONE

VEHICLE LISTINGS

	INVL	LIC PLATE TYPE	LIC PLATE NO	LIC ST	LIC YEAR	VEHICLE TYPE	VIN
1	THF	Commercial	VC9H9W	MO		Automobile	1N4AL3AP6FC144450

MAKE	MODEL	COLOR	STYLE	YEAR	MKT VALUE	DMG VALUE
NISSAN	Altima	Beige	Sedan, 2-door	2015	$	$

DESCRIPTION

PROPERTY LISTINGS

	INVL	ITEM	QUANTITY	BRAND	MODEL
1	STO	Machinery or tools - Keys (all types)	1		

SERIAL NO	OWNER APPLIED NO	COLOR	MKT VALUE	DMG VALUE
		Black	$ 15.00	$

DESCRIPTION

Electronic Proximity Key Fob, Nissan

	INVL	ITEM	QUANTITY	BRAND	MODEL
2	STO	Vehicle accessory - Seat cover	1		

SERIAL NO	OWNER APPLIED NO	COLOR	MKT VALUE	DMG VALUE
		Other	$ 45.00	$

DESCRIPTION

Full Set Seat/Steering Wheel covers

REPORT NUMBER: SPO202100000981

PROPERTY LISTINGS

	INVL	ITEM	QUANTITY	BRAND	MODEL
3	STO	Entertainment - CD/DVD	5		

SERIAL NO	OWNER APPLIED NO	COLOR	MKT VALUE	DMG VALUE
			$ 50.00	$

DESCRIPTION

Various CD's

NARRATIVE

I honestly don't know what happened. Before today, the last time I had been in my car was at 1:30am on Monday. At some point between then and 9:40am today, my car was broken into. The car itself was not damaged, but the inside had been torn apart. They drug some of my stuff out with them over to my roommates car, but they were unable to get into it, and ended up leaving my work apron and jacket by the other car.

I am willing to prosecute.

G.87

Springfield Police Department

Incident: SPD161216053354

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	12/14/2016 18:00 - 12/16/2016 15:00
Reported time:	12/16/2016 16:44
Incident location:	306 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	License plates stolen and other plates left behind.

Involved Persons:

Name:	KELPE, DAVID M	**Gender:**	Male
Classification:	Vehicle owner; Victim		
Name:	KELPE, MIRANDA	**Gender:**	Female
Classification:	Complainant; Victim		
Name:	HOOPER, PATRICK	**Gender:**	Male
Classification:	Property owner		
Name:	HOOPER, JOHN	**Gender:**	Male
Classification:	Other		
Name:	WELDON, REBECCA	**Gender:**	Female
Classification:	Vehicle owner		

Involved Property:

- Documents: Renewal tab, license plate / Recovered; Stolen / [LICENSE PLATE] / MN5T7Z
- Documents: Renewal tab, license plate / Disposal approved / [LICENSE PLATE] / MP3H9F

Involved Vehicles:

- Evidence; Recovered / MO Reg #MN5T7Z / [License plate] (left in place of victims license plate)
- Found / MO Reg #MP3H9F / [License plate] (left on vehicle after the registered plate was stolen.)
- Recovered; Stolen / MO Reg #PL7L9X / [License plate: Passenger]
- Theft from / Toyota Celica 2002 VIN:JTDDY38T320056639 / [Automobile: Sedan, 2-door] MO Reg #PL7L9X Colors: Silver/Aluminum / Silver/Aluminum

Involved Officers:

- Records; Reporting officer / PIKE, J. / #1420 / SPD / Inactive employee / #1789 SMALL, K. / 03/17/2017 / 20170317 --:--:--:---
- Reporting officer / STOUT, J. / #1837 / SPD / Inactive employee / #1594 ROBINSON, M. / 12/16/2016 / 20161216 --:--:--:---
- Reporting officer / EVANS, W. / #1666 / SPD / Non sworn / RECORDS SECOND SHIFT / #N179 HENRY, L. / 12/16/2016 / 20161216 --:--:--:---

Reports:

General report:

Author:	#1666 EVANS, W.	**Report time:**	12/16/2016 17:45
Entered by:	#1666 EVANS, W.	**Entered time:**	12/16/2016 17:45

Narrative:

Miranda Kelpe called Telcom to report the license plates stolen from the vehicle she drives. The vehicle is registered to her father, David Kelpe, in Washington MO. Miranda last knew her plates were on her vehicle about 1800 hours Wednesday, 12/14/16, when she had to get the plate number to fill out an application. She realized that her plates were both missing today about 1500 hours. Two different license plates had been left on her vehicle in place of her plates.

Miranda described her vehicle as a silver, 2002, Toyota Celica, 2 door with license plates PL7L9X. She reported no damage to the vehicle. Using department resources I located the VIN for the Celica, JTDDY38T320056639; plates and VIN check to David with no wants or stolen.

License plates MP3H9F and MN5T7Z had been attached to the Celica in place of the registered plates. Department resources showed the MP3H9F plate registered to Rebecca Weldon in Maplewood, MO, no wants or stolen.

The MN5T7Z plate showed the owner as Patrick Hooper in St Louis MO and it had been reported as 1 of 2 plates stolen yesterday by John Hooper in report 16-53149.

Miranda was not at a location where an officer could pick up the two plates from her at the time of this call. She advised that she would bring them to the lobby at HQ tonight.

Miranda had no suspect information. Miranda is willing to prosecute.

I tasked MULES for entry of the stolen plates. I provided this report number to Miranda.

Supplemental:

Author:	#1837 STOUT, J.	**Report time:**	12/16/2016 18:15
Entered by:	#1837 STOUT, J.	**Entered time:**	12/16/2016 18:15

Narrative:

Miranda Kelpe contacted me at the front desk of Headquarters to submit the two LIC plates, numbering as MN5T7Z and MP3H9F, that had been left on her vehicle as evidence. Both plates were run through MULES and MN5T7Z came back as stolen, reference report 16-53149. MULES checked MP3H9F with no wants or warrants.

Kelpe advised that she had touched the LIC plates. The stolen plate was submitted to the property room.

MULES was tasked for removal of MN5T7Z as stolen under 16-53149.

Supplemental:

G.88

Author:	#1420 PIKE, J.	**Report time:**	03/17/2017 00:43
Entered by:	#1420 PIKE, J.	**Entered time:**	03/17/2017 00:43

Narrative:

While working Telcom at Headquarters. I received a Stolen License Plate Validation Letter from David M. Kelpe. Kelpe checked that the License Plate had been recovered in January 2017 by Police Department (unknown police department) and the location of recovery is unknown.

I used January 5, 2017 at 0800 hours for Record purposes to clear the License Plate from MULES.

Task MULES.

Springfield Police Department

Incident: SPD170125003561

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	01/23/2017 17:00 - 01/24/2017 16:00
Reported time:	01/25/2017 15:58
Incident location:	306 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Stolen vehicle title

Involved Persons:

Name:	HADLEY, LADY	**Gender:**	Female
Classification:	Victim		

Involved Property:

- Personal: Ring / Stolen / [WEDDING RING]
- Identification : Dog tag (military id) / Stolen / DOG TAG
- Veh accessory: Certificate of Title / Stolen / [TITLE] / TPM75083

Involved Vehicles:

- Targeted vehicle; Theft from / Nissan Sentra 2011 VIN:3N1AB6APXBL633319 / [Automobile: Sedan, 4-door] MO Reg #DN2A6V Colors: Black / Black

Involved Officers:

- Records; Reporting officer / ANDERSON, T. / #1832 / Blueline / Inactive employee / 01/25/2017 / 20170125 --:--:--:---

Reports:

General report:

Author:	#1832 ANDERSON, T.	**Report time:**	01/25/2017 19:14
Entered by:	#1832 ANDERSON, T.	**Entered time:**	01/25/2017 19:14

Narrative:

Lady Hadley came into SPD HQ to report that her car had been broken into sometime between 01/23/2017 1700 and 01/24/2017 1600.

She stated that she had returned home approximately 01/23/2017 at 1700 and parked her car in her driveway. When she went back out to her car the next day at around 1600, she found the trunk open and the car had been rummaged through. Upon investigation she discovered that her title to the vehicle had been stolen, along with her dog tags (has her social security number on them), and a notebook. She further stated that her wedding ring was also stolen from the vehilce.

I tasked MULES with entry for the stolen title.

I provided Hadley with this report number for future reference.

G.89

Springfield Police Department

Incident: SPD171003043938

Incident details:

Incident Type:	Stealing From A Vehicle
Incident time:	10/02/2017 23:00 - 10/03/2017 08:00
Reported time:	10/03/2017 12:54
Incident location:	306 S HAMPTON AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	License plates were stolen off of a vehicle

Involved Persons:

Name:	FLIEG, SAMANTHA LYNN	**Gender:**	Female
Classification:	Complainant; Victim		

Involved Vehicles:

- Stolen / MO Reg #CK0B4K / [License plate: Passenger]
- Targeted vehicle; Theft from / Chevrolet Cavalier 2000 / [Automobile: Sedan] MO Reg #CK0B4K Colors: Green / Green

Involved Officers:

- Reporting officer / DECKARD, S. / #1769 / SPD / Inactive employee / 10/03/2017 / 20171003 --:--:--:---

Reports:

General report:

Author:	#1769 DECKARD, S.	**Report time:**	10/03/2017 14:08
Entered by:	#1769 DECKARD, S.	**Entered time:**	10/03/2017 14:08

Narrative:

While working Telcom, I received a call from Samantha Flieg. Flieg called to report the theft of both her license plates from her 2000 Chevrolet Cavalier.

Flieg advised the vehicle was parked at her residence overnight. Flieg stated she noticed today, both of the license plates were taken off of the vehicle. Flieg believes the plates to have been stolen sometime between 2300-0800 hours. At the time of this report, there is no suspect information. Flieg advised there are no surveillance cameras on the property.

Flieg provided the license number, which I ran through MULES/NCIC. The plates came back registered to Flieg's parents, with no wants/stolen.

Flieg is willing to prosecute.

I provided Flieg this report number.

MULES tasked.

1st Suspect's Work Phone	*Field not completed.*
1st Suspect's Cell Phone	*Field not completed.*
1st Suspect's Message Phone	*Field not completed.*
1st Suspect's Email Address	*Field not completed.*
Is a second suspect involved?	*Field not completed.*
Is there a witness?	*Field not completed.*
Witness Information	
Does the victim have a vehicle involved?	No
Victim's Vehicle Information	
Is there a suspect vehicle involved?	No
Suspect's Vehicle Information	
Is the victim's property involved?	Yes
Property Information	

List property items that were lost, stolen or damaged. If the property item was stolen, then a value is required. If several property items were involved, you can attach a document listing all items.

Upload a file listing all property items involved.	*Field not completed.*
Item #1 category	Automobile (Automotive Accessories)
Item #1 brand	Yamaha
Item #1 model	TTR-230

G.90

Springfield Police Department

Incident: SPD180922037930

Incident details:

Incident Type:	Auto Theft, Stolen Vehicle
Incident time:	09/20/2018 22:00 - 09/20/2018 22:00
Reported time:	09/22/2018 07:33
Incident location:	301 S FLORENCE AVE, SPRINGFIELD, GREENE MO USA 65806 (RD: 333, Beat: SP14) 65806
Incident status:	Unassigned
Summary:	Auto Theft, Stolen Vehicle

Involved Persons:

Name:	BRUFF, GAVIN MICHAEL	**Gender:**	Male
Classification:	Victim		

Involved Property:

- Personal: Helmet / Stolen / [HELMET]

Involved Vehicles:

- Stolen / Yamaha TTR-230 / [Motorcycle: Motorbike] MO Value:1,200.00 Colors: Blue / Blue

Involved Officers:

- Records; Reporting officer / OSTBY, K. / #1523 / SPD / Non sworn / RECORDS FIRST SHIFT / #N149 WILLIAMS, B. / 09/22/2018 / 20180922 --:--:--:---

Reports:

General report:

Author:	#1523 OSTBY, K.	**Report time:**	09/22/2018 07:41
Entered by:	#1523 OSTBY, K.	**Entered time:**	09/22/2018 07:41

Narrative:

While working Telcom, I received an on-line report from Gavin Bruff who stated he had his motorcycle stolen along with a helmet. The incident happened on 09/20/2018 around 22:00 hours. The motorcycle was parked next to his car in the yard at the time. Bruff said he left the motorcyle to go inside to get a water and headphones and when he returned, the helmet and bike were gone.

I emailed Bruff back asking for more information. I then called him leaving a message for him to call or email us back with the information needed. So far what is needed it the year of the motorcycle, VIN, his drivers license number, where is the key, did he leave the bike running?

I have not heard back from him as of yet.

Online Police Report

Report Type Information	
I am reporting the crime of	Stealing
Type of Stealing	other (yard, etc.)
Starting date and time of occurrence	9/20/2018 10:00 PM
Ending date and time of occurrence	*Field not completed.*
Location of occurrence	Street address
Street number	301
Street direction	South
Street name	Florence
City / State	Springfield, MO
Are you the victim of the crime you are reporting?	Yes
Is the victim willing to prosecute?	No
Contact Information	
Victim Information	
Is the victim a business or a person?	Person
1st Victim's First Name	Gavin

G.91

Item #1 number of pieces	*Field not completed.*
Item #1 serial number	*Field not completed.*
Item #1 owner applied number	*Field not completed.*
Item #1 was	Stolen
Item #1 value $	1,200
Item #1 description	Blue and white dirtbike, blue handle grips. Dirty bike
Is another property item involved?	No
Narrative	
Describe what happened being as concise as possible.	Parked my bike outside by my car came inside to get a water and my headphones and I came Back out and my bike and my helmet was gone.

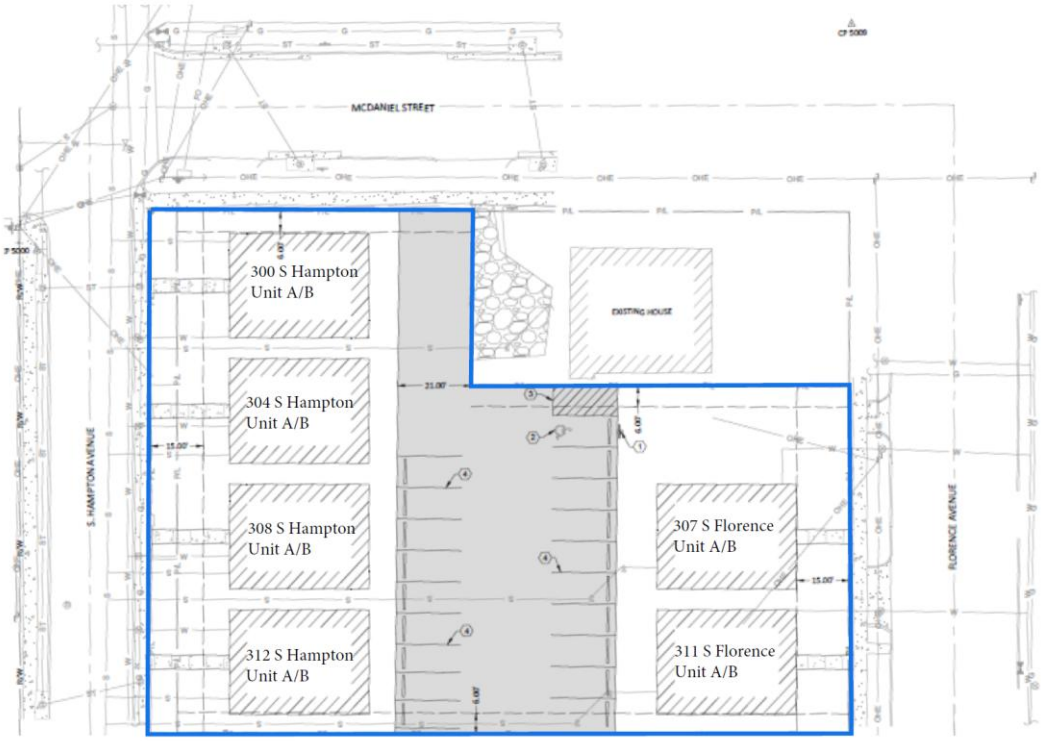
EXHIBIT H

PRELIMINARY SITE PLANS AND RENDERINGS: SOFLO PROJECT AREA

Concept Rendering Only

EXHIBIT I

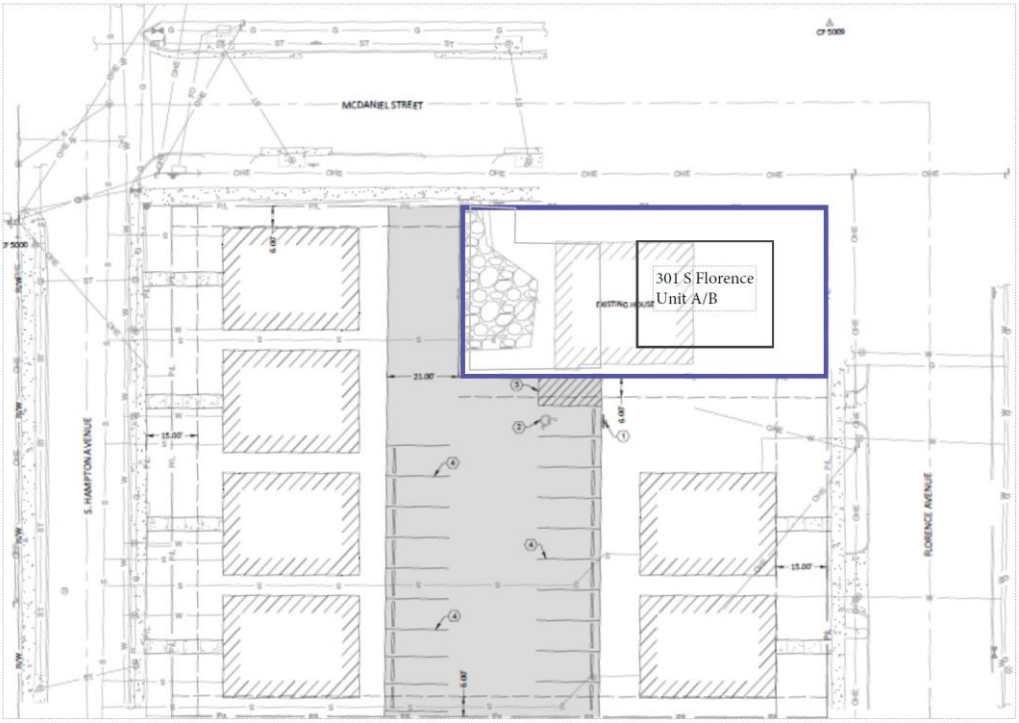
PRELIMINARY SITE PLANS AND RENDERINGS: HAMPTON SUITES PROJECT AREA



Concept Rendering Only

EXHIBIT J

PRELIMINARY SITE PLANS AND RENDERINGS: FLO 301 PROJECT AREA



*pending acquisition of land from seller

Concept Rendering Only

EXPLANATION TO COUNCIL BILL 2025-097 (LEE)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance amending the budget of the City of Springfield for Fiscal Year 2024-2025, in the amount of $930,132, to appropriate unused funds originally budgeted for Police Department salaries to address unfunded Police Department needs.

PURPOSE: Transfer monies within the police department budget from unspent salaries to capital expenditures to provide for the one-time purchase of items to address departmental needs.

BACKGROUND INFORMATION: The police department has experienced a higher than normal number of sworn officer vacancies. While the historical average number of vacancies is 25, the police department currently has 60. This has resulted in a significant amount of budgeted salary monies remaining in the Fiscal Year 2024-2025 police department budget that will not be expended. The police department wishes to use $930,132 of those funds to address unfunded equipment needs. The money would be used to purchase equipment that will enhance department efficiency and effectiveness and officer safety and provide monies to address needed but unfunded facility repairs. Those items are as follows:

1	Replace expiring SRT Tactical Entry Vests	$42,824
2	Skydio X10 drone and remote deck (2nd system for SDS)	$157,823
3	Recruiting/marketing campaign for FY26	$142,000
4	SRT Ammunition (familiarization and qualification with new rifle system	$82,190
5	Replace wooden floor in HQ weight room	$100,000
6	Replace outdated desktop computers	$36,000
7	Exterior Insulation and Finish System (EIFS) at HQ	$125,000
8	Simulation System (SIMS) for new SRT weapons	$16,075
9	Red Dot Pistols for all Sworn officers	$228,219
	Total	**$930,132**

Submitted By: Paul Williams, Police Chief

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

Attachments:
1. Police Department Budget Adjustment Ord (1)
2. Exhibit A (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 04-29-25

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-097 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget of the City of Springfield for Fiscal Year 2024-2025, in the amount of $930,132, to appropriate unused funds originally budgeted for Police Department salaries to address unfunded Police Department needs.

WHEREAS, the Police Department continues to experience a higher than usual number of sworn officer vacancies; and

WHEREAS, the Police Department currently has over 50 vacant sworn officers' positions, compared to a historical average of 25; and

WHEREAS, as a result of the higher than usual number of sworn officer vacancies, a significant amount of money budgeted for police officer salaries for Fiscal Year 2024-2025 will not be expended for its intended purpose; and

WHEREAS, the Police Department has identified unfunded needs that, if funded, would enhance department efficiency and effectiveness, increase safety for officers and citizens, and replace outdated or worn-out items; and

WHEREAS, in order to continue to provide high quality law enforcement services to the community while experiencing officer shortages, the Police Department wishes to appropriate unused salary money to fund crucial Police Department needs.

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

Section 1 – The budget for Fiscal Year 2024-2025 of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 070, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit A".

Section 2 – The City Manager, or designee, is directed to cause the appropriate entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
070

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	18	97510	501190	000000		$ 42,824	PD SRT Tactical Entry Vests (15 set replace expiring vests)
10110	18	97510	501190	000000		157,823	PD Skydio X10 Drone and Remote Deck at SDS
10110	18	97510	501190	000000		142,000	PD Recruiting Campaign for FY 26
10110	18	97510	501190	000000		82,190	PD SRT Ammunition (for new rifle weapon system)
25010	18	97510	501190	000000		100,000	PD New Floor in HQ Gym to Replace Old Wooden Floor
10110	18	97510	501190	000000		36,000	PD New Computers Upgradable
25010	18	97510	501190	000000		125,000	PD EIFS (Exterior Insulation & Finish System) repair at HQ
10110	18	97510	501190	000000		16,075	PD Sims System for New SRT Weapons System (25 sets)
25010	18	97510	501190	000000		228,219	PD Red Dot Pistols for all Sworn Personnel
10110	18	90100	500110	000000		$ (476,913)	FY25 SPD SALARY SAVINGS - GENERAL FUND
25010	18	90100	501190	000000		(453,219)	FY25 SPD SALARY SAVINGS - LEST FUND
Net Expenditure Adjustment						$ -	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating $930,132 from PD salary saving to approved purchases.

Requested By:

Amanda Livingston 4/28/2025
Department Head Date

Approved By:

4-29-2025
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-098 (HARDINGER, JENSON)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

TITLE: A special ordinance amending the City of Springfield, Missouri, budget for Fiscal Year 2024-2025 in the amount of $50,000, to reflect a $50,000 donation from the West Central Neighborhood Alliance for the purpose of reimbursing the City of Springfield, Missouri, for expenses related to the 2024 Birthplace of Route 66 Festival.

PURPOSE: To amend the City's budget for Fiscal Year 2024-2025 in the amount of $50,000, to reflect a $50,000 donation from the West Central Neighborhood Alliance for the purpose of reimbursing the City of Springfield for expenses related to the 2024 Birthplace of Route 66 Festival.

BACKGROUND INFORMATION: West Central Neighborhood Alliance applied for, and was awarded, a 2024 Missouri Route 66 Centennial Commission special event sponsorship in the amount of $50,000, to be used to reimburse the City of Springfield for expenses related to the 2024 Birthplace of Route 66 Festival, including producing and staging a kickoff concert event, porta-potties, bicycle fencing, and other safety measures. These funds were accepted by Resolution 10813, which was passed by City Council on February 10, 2025. This budget adjustment will allow City accounts to reflect the additional funds and accurate expenses.

This budget adjustment has been recommended by the City Manager.

Submitted By: Cora Scott, Director of Public Information & Civic Engagement

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

Attachments:
1. PIO Budget Adjustment West Central Neighborhood Alliance
2. Exhibit A - Budget Adjustment 069

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 04-29-25

Sponsored by: Hardinger, Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-098 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the City of Springfield, Missouri, budget for Fiscal Year 2024-2025 in the amount of $50,000, to reflect a $50,000 donation from the West Central Neighborhood Alliance for the purpose of reimbursing the City of Springfield, Missouri, for expenses related to the 2024 Birthplace of Route 66 Festival.

_____

WHEREAS, the West Central Neighborhood Alliance was awarded a 2024 Missouri Route 66 Centennial Commission special event sponsorship in the amount of $50,000; and

WHEREAS, the West Central Neighborhood Alliance intended the funds to be used to reimburse the City of Springfield, Missouri, ("City") for certain expenses related to the 2024 Birthplace of Route 66 Festival; and

WHEREAS, the funds were accepted by City Council by Resolution 10813 on February 10, 2025; and

WHEREAS, an amendment to the budget of the City for Fiscal Year 2024-2025 in the amount of $50,000 has been recommended by the City Manager.

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

Section 1 – The budget of the City of Springfield, Missouri, ("City") for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment 069, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – 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 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
069

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20120	414070	000000	00000	$ 50,000	Route 66 Festival West Central Neighborhood Alliance
Net Revenue Adjustment						$ 50,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20120	504580	000000	00000	$ 50,000	Route 66 Festival West Central Neighborhood Alliance
Net Expenditure Adjustment						$ 50,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating donated funds from the West Central Neighborhood Alliance for the Route 66 Festival.

Requested By: 4-29-2025
Department Head Date

Approved By: 4-29-2025
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-098
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-103 (MCGULL)

FILED: 05/06/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution declaring the Redevelopment Plan for the Hampton-Florence Redevelopment Area a Multi-Project Redevelopment Plan pursuant to Chapter 40 'Community Development,' Article II 'Workable Program," Section 40-19 'Muli-program redevelopment plans,' of the Springfield City Code.

PURPOSE: To declare the Redevelopment Plan for the Hampton-Florence Redevelopment Area a Multi-Project Redevelopment Plan as per the Workable Program in Chapter 40, Article II, Section 40-19 of the Springfield City Code.

BACKGROUND INFORMATION: The City Council adopted and codified the Workable Program in Chapter 40, Article II, of the Springfield City Code on March 26, 2018, by General Ordinance 6437. The Workable Program establishes a framework for the City of Springfield to evaluate and implement requests for real property tax abatement pursuant to Sections 99.300 through 99.715, RSMo., also known as the Land Clearance for Redevelopment Authority ("LCRA") Law. It includes elements such as a but-for test, tax-impact analysis, verification of blight within legacy blighted areas, and enhanced notification requirements.

The Workable Program allows the City Council to grant an exception to the but-for test and tax-impact analysis requirements if it declares a redevelopment plan to be a multi-project redevelopment plan by resolution. The purpose of this exception is to allow flexibility to ensure that tax abatement is available for future redevelopment or areas of the City which contain widespread evidence of blight and where an area-wide plan, as opposed to a project-specific plan, for redevelopment is thus necessary to remediate said blight.

The City Council shall consider the following factors when designating a multi-project redevelopment plan, with only one affirmative finding necessary to qualify for an exception:

Factors	Comments
1. Size of the redevelopment area.	The Redevelopment Area encompasses approximately 1.33 acres.
2. If land assemblage is required.	The Redevelopment Area contains six parcels, only one of which is currently owned by Soflo, LLC (the "Applicant"). The remaining parcels

		are currently under separate ownership and will need to be acquired and combined prior to redevelopment. Therefore, land assemblage is required.
3.	Whether the entire scope of the potential redevelopment project within the Redevelopment Area is known at the time of the application.	The scope of the potential redevelopment projects is known, which will result in the construction of 14 duplexes in three phases. However, the timing and implementation of said projects are contingent on land assemblage, which has yet to be completed.
4.	Whether the subject redevelopment plan was initiated by the City to facilitate redevelopment in the area.	This Redevelopment Plan was not initiated by the City. It was instead initiated by the Applicant.
5.	Whether there are multiple land owners of discrete parcels or properties within the redevelopment area.	Each of the six parcels in the Redevelopment Area are currently under separate ownership. The Applicant currently owns one of the six parcels.

REMARKS: Staff recommends the Redevelopment Plan for the Hampton-Florence Redevelopment Area be declared a Multi-Project Redevelopment Plan.

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/7/2025

Attachments: 1. Hampton-Florence Multi-Project Declaration

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed 05-13-25

Sponsored by McGull

COUNCIL BILL 2025-103 RESOLUTION _____

A RESOLUTION

DECLARING the Redevelopment Plan for the Hampton-Florence Redevelopment Area a Multi-Project Redevelopment Plan pursuant to Chapter 40 'Community Development,' Article II 'Workable Program," Section 40-19 'Multi-program redevelopment plans,' of the Springfield City Code.

WHEREAS, the City of Springfield has established a Workable Program, codified in Chapter 40, Article II of the Springfield City Code, to evaluate and implement requests for real property tax abatement pursuant to the Land Clearance for Redevelopment Authority ("LCRA") Law, Sections 99.300 through 99.715, RSMo.; and

WHEREAS, pursuant to City Code Section 40-19, City Council may exempt certain projects from the but-for test and tax-impact analysis requirements of the Workable Program by designating and declaring, by resolution, that a redevelopment plan qualifies as a multi-project redevelopment plan; and

WHEREAS, the purpose of the exemption set forth in City Code Section 40-19 is to allow flexibility regarding applicability of the Workable Program to ensure that tax abatement is available for future redevelopment of an area of the City that contains widespread evidence of blight, and where an area-wide plan for redevelopment is required to remediate said blight; and

WHEREAS, Soflo, LLC ("Applicant"), has submitted the Redevelopment Plan for the Hampton-Florence Redevelopment Area as a multi-project redevelopment plan; and

WHEREAS, City Code Section 40-19(c) sets forth five factors for City Council to consider when designating a redevelopment plan as a multi-project redevelopment plan: (1) the size of the redevelopment area; (2) if land assemblage is required; (3) whether the entire scope of the potential redevelopment projects within the redevelopment area is known at the time of application; (4) whether the redevelopment plan was initiated by the city to facilitate redevelopment in a particular area; and (5) whether there are multiple land owners of discrete parcels or properties within the redevelopment area; and

WHEREAS, City Council finds that the Redevelopment Plan for the Hampton-

Florence Redevelopment Area qualifies as a multi-project redevelopment plan pursuant to City Code Section 40-19.

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

Section 1 – City Council hereby designates and declares that the Redevelopment Plan for the Hampton-Florence Redevelopment Area qualifies as a multi-project redevelopment plan based on the following factors set forth in City Code Section 40-19(c): (2) land assemblage is required, as the Applicant currently owns only one of the six parcels located within the Hampton-Florence Redevelopment Area; (3) the entire scope of the potential projects within the Hampton-Florence Redevelopment Area is not yet known, given the current state of ownership; and (5) there are multiple land owners within the Hampton-Florence Redevelopment Area.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sylvey, Interim City Manager

EXPLANATION TO COUNCIL BILL 2025-104 (HORTON)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution approving the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri, in an amount not to exceed $20,000,000, to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of Springfield, Missouri, known as the John B. Hughes Apartments.

PURPOSE: To approve the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of Springfield, Missouri known as John B. Hughes Apartments.

BACKGROUND INFORMATION: OAHS JB Hughes TC LLC, a Missouri limited liability company (the "Borrower") has requested the Industrial Development Authority of the City of Springfield, Missouri (the "Authority") to issue its multifamily housing revenue bonds to finance and reimburse the costs of the acquisition and rehabilitation of a 138-unit multifamily residential project known as the John B. Hughes Apartments located at 2100 North Clifton Avenue. On April 29, 2025, the Authority held a public hearing concerning the Borrower's request that the Authority issue its revenue bonds to finance the costs of the acquisition and rehabilitation of the project. All interested persons were given an opportunity to express their views with respect to the Project. Written comments were also allowed to be submitted to the Authority in advance of the hearing. Upon conclusion of the hearing, the Authority adopted a resolution declaring its intent to issue its multifamily housing revenue bonds for the Project in an amount not to exceed $20,000,000.

REMARKS: Pursuant to Section 147(f) of the Internal Revenue Code, as amended, the issuance of the bonds and the use of the bond proceeds for the project are subject to approval by the City. Bonds issued by the Authority are neither debts of the City nor is the City liable for the payment thereof.

Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/7/2025

Attachments: 1. John B Hughes IDA Bond Issuance

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 05-13-25

Sponsored by: Horton

COUNCIL BILL 2025-104 RESOLUTION _____

A RESOLUTION

APPROVING the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri, in an amount not to exceed $20,000,000, to finance the acquisition and rehabilitation of certain commercial housing facilities located in the City of Springfield, Missouri, known as the John B. Hughes Apartments.

WHEREAS, the Industrial Development Authority of the City of Springfield, Missouri (the "Authority"), is proposing to issue its Multifamily Housing Revenue Bonds for the John B. Hughes Apartments Project in one or more series in a stated principal amount not to exceed $20,000,000 (the "Bonds"), pursuant to Chapter 349 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of making a loan to OAHS JB Hughes TC, LLC, a Missouri limited liability company (the "Borrower"); and

WHEREAS, said loan will finance and reimburse the Borrower for costs of the acquisition and rehabilitation of a 138-unit multifamily residential housing project, located at 2100 North Clifton Avenue in Springfield (the "John B. Hughes Apartments Project"), which will be owned and operated by the Borrower; and

WHEREAS, the Bonds will be special limited obligations of the Authority and will neither be obligations of the City nor constitute a debt or liability of the City; and

WHEREAS, the John B. Hughes Apartments Project is located inside the city limits of the City; and

WHEREAS, on April 29, 2025, the Authority held a public hearing in accordance with Internal Revenue Service ("IRS") Revenue Procedure 2020-21 concerning the Borrower's request that the Authority issue its revenue bonds to finance the costs of the acquisition and construction of the John B. Hughes Apartments Project, with publication on the City's calendar on the City's primary public website used to inform residents about upcoming public meetings seven (7) days prior to the public hearing date; and

WHEREAS, written comments were also allowed to be submitted prior to the public hearing; and

WHEREAS, the Authority voted unanimously to recommend issuance of the Bonds; and

WHEREAS, the Authority and Borrower have requested the City provide approval under Section 147(f) of the Internal Revenue Code, as amended, in connection with the issuance of the Bonds and the use of the sale proceeds of the Bonds for the John B. Hughes Apartments Project within the City.

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

Section 1 – Based on the foregoing, the plan of finance, including the issuance of the Multifamily Housing Revenue Bonds (the "Bonds") by the Industrial Development Authority of the City of Springfield, Missouri (the "Authority"), and the use of the Bond proceeds to finance the costs of the John B. Hughes Apartments Project as described herein is in the best interests of the City of Springfield, MO (the "City"), and is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code, as amended, in an amount not to exceed $20,000,000. This approval does not impose any liability on the City or in any way involve the City in the issuance of the Bonds or the proposed plan of finance for the John B. Hughes Apartments Project but is an accommodation by the City to satisfy the requirements of the Internal Revenue Code, as amended.

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: Collin Sylva, Interim City Manager

EXPLANATION TO COUNCIL BILL 2025-116 (HORTON, JENSON, HOSMER)

FILED: 05/14/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing a budget adjustment amending the budget of the General Fund for Fiscal Year 2024-2025 in the amount of $1,000,000 to appropriate additional interest revenue for the purpose of assisting with cleanup of recent storm damage; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

PURPOSE: To authorize a budget adjustment amending the budget of the General Fund for Fiscal Year 2024-2025 in the amount of $1,000,000 to appropriate additional interest revenue for the purpose of assisting with cleanup of recent storm damage and declaring an emergency.

BACKGROUND INFORMATION: The City of Springfield experienced a catastrophic weather event on April 29, 2025, resulting in significant volumes of limbs, brush, and yard waste storm debris across the City. The City Council has requested that $1,000,000 be appropriated for storm cleanup assistance across the City, to be funded using additional interest revenue from the General Fund.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/14/2025

Attachments:
1. Storm Cleanup Assistance Budget Adjustment
2. Exhibit A - Budget Adjustment 072 April 2025 Wind Storm Cleanup Additional Interest Revenue

One-rdg. _____
Emer. x
P. Hrngs. _____
Pgs. 4
Filed: 05-13-25

Sponsored by: Horton, Jenson, Hosmer

First Reading:_____ Second Reading:_____

COUNCIL BILL 2025-116 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a budget adjustment amending the budget of the General Fund for Fiscal Year 2024-2025 in the amount of $1,000,000 to appropriate additional interest revenue for the purpose of assisting with cleanup of recent storm damage; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

WHEREAS, the City of Springfield, Missouri (the "City"), had a catastrophic weather event on April 29, 2025, resulting in significant volumes of limbs, brush, and yard waste storm debris across the City; and

WHEREAS, the City Council desires to amend the budget to provide one-time funding to assist in city-wide cleanup efforts; and

WHEREAS, the City Council wishes to amend the budget of the General Fund for Fiscal Year 2024-2025 to appropriate $1,000,000 in additional interest revenue and to provide for up to $1,000,000 in costs expected to be incurred, as set forth in "Exhibit A," Budget Adjustment 072.

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

Section 1 – The budget of the City of Springfield, Missouri, for Fiscal Year 2024-2025, is hereby amended in the accounts and amounts shown on Budget Adjustment No. 072, which is attached hereto as "Exhibit A" and incorporated herein by reference.

Section 2 – The City Council hereby directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

Section 3 – The City Council finds and declares that this Ordinance constitutes an emergency under Section 2.12(1) of the City Charter, as it pertains to the immediate

preservation of public property, health, and safety. 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: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
072

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	410010	000000	00000	$ 1,000,000	Additional Interest Revenue
Net Revenue Adjustment						$ 1,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	20	70010	504580	103678	00000	1,000,000	April 2025 Wind Storm Cleanup
Net Expenditure Adjustment						$ 1,000,000	

Fund Balance Appropriation:

Fund		Title	Amount
		General Fund	

Explanation: To amend the FY2024-25 General Fund budget by appropriating additional interest revenue for one-time needs for April 2025 Wind Storm Cleanup.

Requested By: 5-14-25
Department Head Date

Approved By: 5-14-25
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-116
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-117 (JENSON)

FILED: 05/15/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to extend the temporary waiver of brush disposal fees at all city facilities through May 31, 2025, due to the catastrophic weather event of April 29, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs and brush storm debris; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

PURPOSE: To authorize the City of Springfield to extend the temporary waiver of brush disposal fees at all city facilities through May 31, 2025, due to the catastrophic weather event of April 29, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs and brush storm debris; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

BACKGROUND INFORMATION: As a result of the catastrophic weather event on April 29, 2025, much of the community continues to manage a significant volume of downed trees, limbs, and brush debris. In response, City Council approved an initial fourteen-day fee waiver to support emergency cleanup efforts. However, ongoing needs for storm debris disposal remain throughout the community. To further support residents and maintain efficient cleanup operations, the Department of Environmental Services, in cooperation with Public Works and Greene County, is proposing to extend the waiver of all brush disposal fees at all City facilities through May 31, 2025.

Submitted By: Errin Kemper, Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/16/2025

Attachments: 1. Ordinance - YRC fee waiver Extention due to storm

Pub. Imp. _____
Govt. Grnt. _____
Emer. ___X_____
P. Hrngs. _____
Pages ___3_____
Filed:__05-15-25_____

Sponsored by:__Jenson_____

First Reading: _____ Second Reading:_____

COUNCIL BILL ___2025-117_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to extend the temporary waiver of brush disposal fees at all city facilities due to the catastrophic weather event of April 29, 2025, through May 31, 2025; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

WHEREAS, the City of Springfield, Missouri (the "City"), had a catastrophic weather event on April 29, 2025, resulting in significant volumes of limbs, brush, and yard waste storm debris across the City; and

WHEREAS, on or about May 5, 2025, the City Council passed Council Bill 2025-102, authorizing a temporary waiver of brush disposal fees for a period of up to fourteen (14) days to facilitate cleanup efforts; and

WHEREAS, ongoing cleanup needs and the continued volume of storm debris necessitate an extension of the fee waiver to provide residents additional time and access to city facilities for proper disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

Section 1 – The City of Springfield, Missouri, is authorized to extend the temporary waiver of all brush disposal fees at all city facilities through May 31, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs, brush, and yard waste storm debris resulting from the April 29, 2025, catastrophic weather event.

Section 2 – The City Council finds and declares that this Ordinance constitutes an emergency under Section 2.12(1) of the City Charter, as it pertains to the immediate preservation of public property, health, and safety. Therefore, this Ordinance shall be in full force and effect from and after its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: _____, Deputy City Attorney

Approved for Council Action: _____, Interim City Manager

EXPLANATION TO COUNCIL BILL 2025-105 (MCGULL)

FILED: 04/29/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 3.34 acres of private property generally located at 3358 North Mulroy Road and 5242 East Farm Road 104 into the City of Springfield as Annexation A-5-2025.

PURPOSE: To adopt an ordinance to annex approximately 3.34 acres of private property generally located at 3358 N Mulroy Road and 5242 East Farm Road 104 into the city of Springfield as Annexation A-5-2025. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3358 N Mulroy Road and 5242 E Farm Road 104 are requesting annexation into the city of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 3.34 acres into the city of Springfield. The owner of the private property is proposing to annex and rezone for commercial development.

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

REMARKS: The area to be annexed is contiguous to the city of Springfield. See "Exhibit B" for the location of the private property and right-of-way to be annexed.

RECOMMENDATIONS:

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

Based on the subject property's location in proximity to the existing city limits and the

recommendations of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Alana Owen, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/7/2025

Attachments:
1. A-5-2025 - 3358 North Mulroy Road and 5242 East Farm Road 104
2. A-5-2025_ExhA
3. A-5-2025_ExhB

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-02-25

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-105 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 3.34 acres of private property generally located at 3358 North Mulroy Road and 5242 East Farm Road 104 into the City of Springfield as Annexation A-5-2025.

_____

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interest of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," attached hereto and incorporated herein by this reference, said area being generally located at 3358 North Mulroy Road and 5242 East Farm Road 104; and

WHEREAS, the subject property is located within a Priority Two area for annexation in the City of Springfield's Comprehensive Plan, Forward SGF; and

WHEREAS, the subject property is within the City of Springfield's Urban Service Area and is compact and contiguous to the City, as shown in "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, proper notice was published at least seven (7) days prior to the public hearing; and

WHEREAS, City Council does find and determine that: (1) said annexation is reasonable and necessary to the proper development of the City; (2) the City either already furnishes normal municipal services to the area annexes, or is able to furnish such services within a reasonable time after annexation; and (3) the area annexed herein is contiguous and compact to the existing corporate boundaries of the City.

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

Section 1 – City Council, after holding a public hearing, hereby determines that

annexation of the property described in "Exhibit A" is reasonable and necessary to the proper development of the City; the City either already furnishes normal municipal services to the area annexes, or is able to furnish such services within a reasonable time after annexation; and the area is contiguous and compact to the existing boundaries of the City as shown in “Exhibit B.”

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

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

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

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

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: Collin Sykes, Interim City Manager

EXHIBIT A
ANNEXATION A-5-2025
LEGAL DESCRIPTION

Tract I: Beginning at the Northwest Corner of the East One-Half (E 1/2) of Lot Three (3) of the Northwest Quarter (NW 1/4) of Section One (1), Township Twenty-Nine (29), Range Twenty-One (21), running thence South 417.4 feet; running thence East 208.7 feet to the point of beginning, except any part used for road purposes, in Greene County, Missouri.

Tract II: Beginning at a point 208.7 feet East of the Northwest Corner of the East Half (E 1/2) of Lot Three (3) of the Northwest Quarter (NW 1/4) of Section One (1), Township Twenty-Nine (29), Range Twenty-One (21); running thence South 417.4 feet; running thence East 140 feet; running thence North 417.4 feet; running thence West 140 feet to the point of beginning; except any part used for road purposes in Greene County, Missouri.

EXHIBIT B

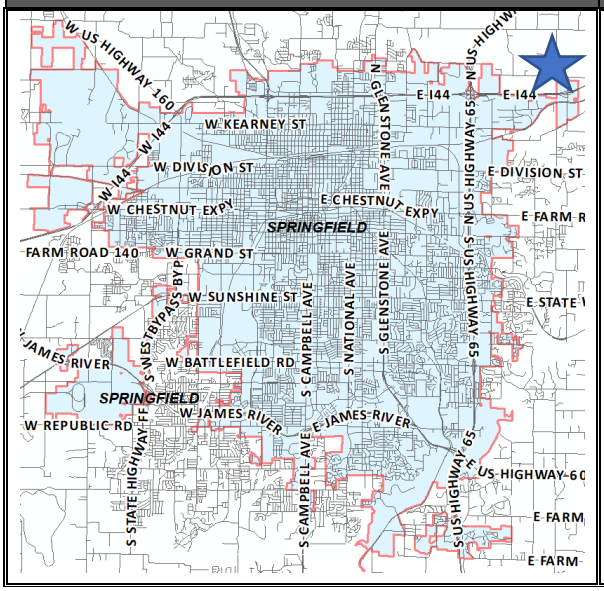
DEVELOPMENT REVIEW STAFF REPORT

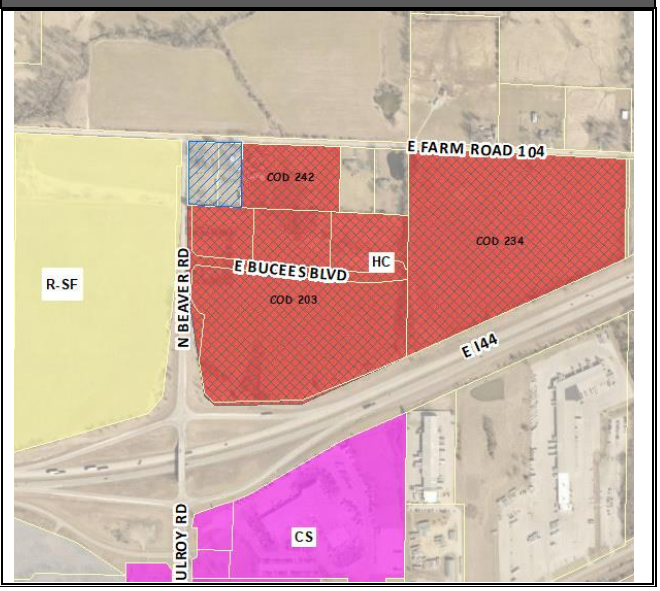
PROJECT INFORMATION	
Case Number:	A-5-2025
Location:	3358 N Mulroy Road and 5242 E Farm Road 104
Total Acres:	3.34 acres
Applicant:	Thomas Masteller
Existing Land Use:	Residential
City Council:	May 19, 2025
Public Notification:	Mail and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

PROJECT SUMMARY:

Request to annex approximately 3.34 acres of private property generally located at 3358 N Mulroy Road and 5242 E Farm Road 104 into the city of Springfield.

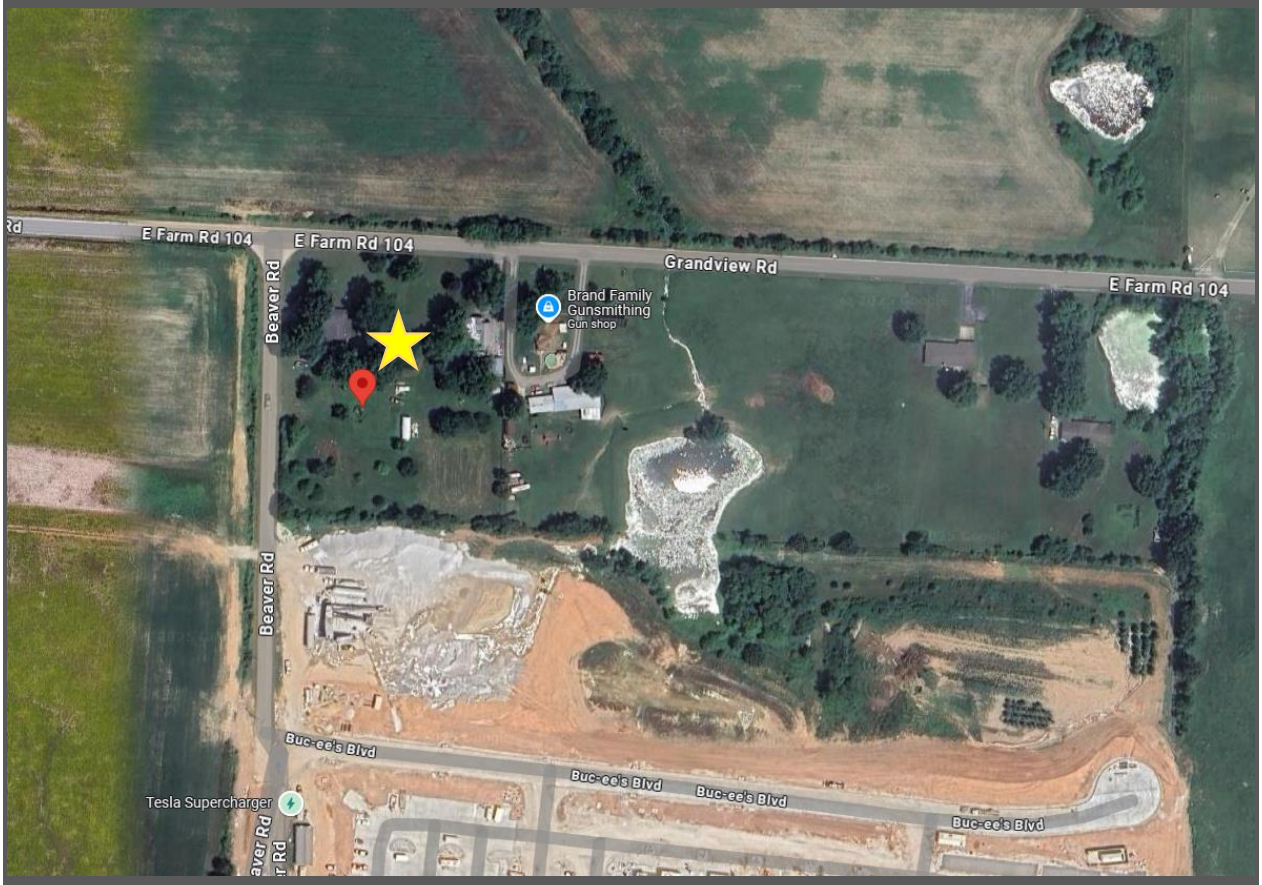
LOCATION MAP	CITY LIMIT & ZONING MAP





DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County C-1, Neighborhood Commercial District. The annexation is being processed with the intent to rezone the property to an HC, Highway Commercial District for commercial development.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in a Priority Two annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. Priority Two areas represent long-term growth areas. These areas are primarily located on the east side of the city in the vicinity of two important gateways at Interstate 44 and Highway 65 and James River Freeway and Highway 65. The City should consider the strategic value of each property and assemble annexation proposals in advance of new development. These areas represent great opportunities for economic development and job growth.

Annexation Considerations

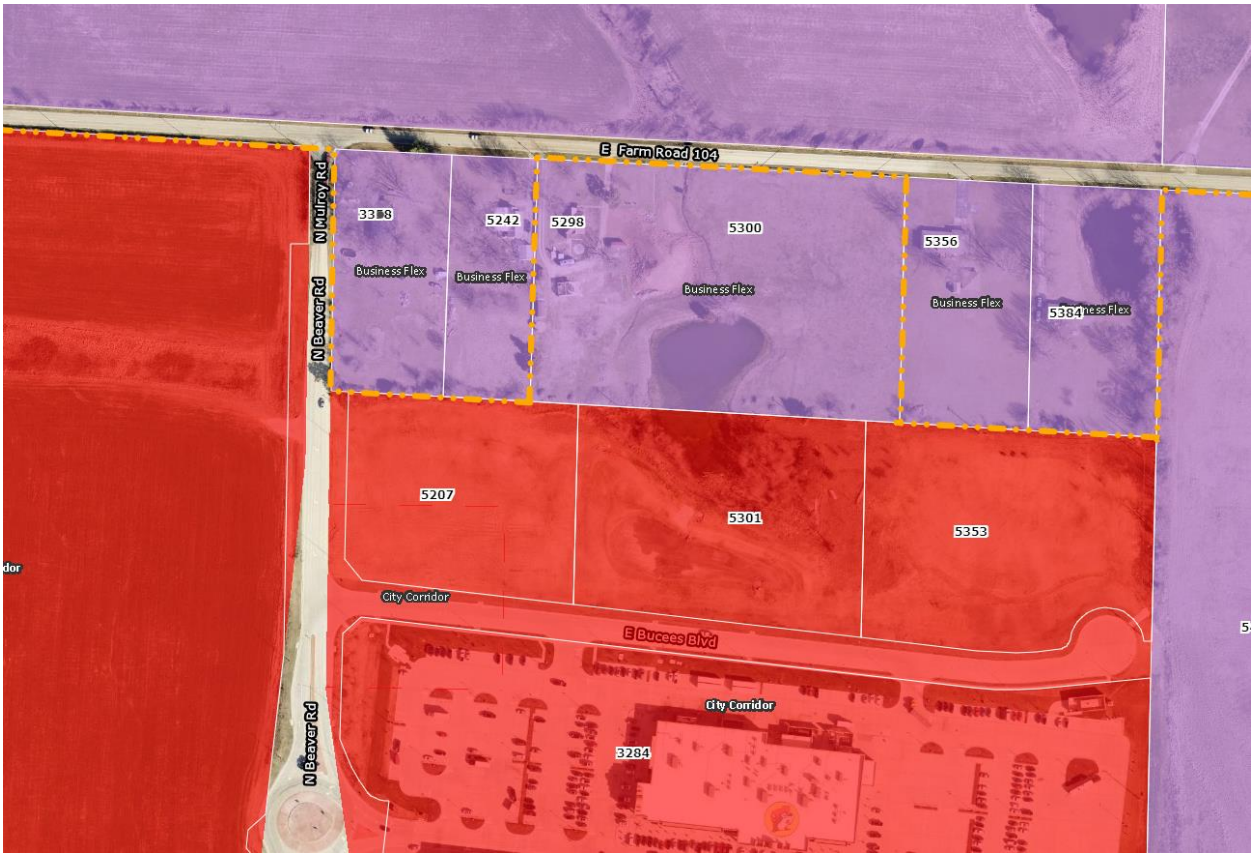
The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The property involved in this annexation request was identified as Business Flex placetype during the formation of the Forward SGF Comprehensive Plan (see the Future Placetype Map on page 7). Business Flex areas include an eclectic mix of light industrial, office, storage, warehouse and distribution centers, complemented by the occasional commercial sales and service. The subject property is also located in a transition area as the placetype designated immediately to the south is City Corridor. Forward SGF states that “a one-to-two block

transition zone on either side of both placetype boundaries would be a practical zone to complete the transition from one placetype to another."

FUTURE PLACETYPE MAP:



DEVELOPMENT REVIEW STAFF REPORT

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Greene County R-1 and A-1	HC	HC	R-SF
LAND USE	Residential	Commercial	Residential	Residential
PLACETYPES	Business Flex	City Corridor	Business Flex	Mixed Residential

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No comments.

2. CITY UTILITIES:
   1. The property does not currently have access to CU water, but it could be extended from nearby at Buc-ees boulevard & Mulroy per CU's extension policy. No issues with annexation assuming water is extended at the time of development or platting.
   2. The property has access to CU 3-phase electric (south property line) and gas (FR 104).
   3. On the survey, the electric facilities along the south property line are noted as "Electric Trans". This is an overhead distribution facility, not transmission.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:
   No issues with annexation. Public sewer is available for each tract.
   1. We issued a sewer connection and special connection agreement for the eastern property circa 2008.
   2. There is a $0.048 per square foot trunkline connection fee for the western property which is required in order to connect to public sewer. This is based on the square footage of the property connecting and would ne added to the sewer permit when issued.
   3. The western property is not in a sewer district and would need to sign and execute a special sewer connection agreement. These are required for sewer connections that are not in sewer districts. According to City Code, no person shall connect to sanitary sewer located outside of the sewer district without obtaining a special connection agreement. This agreement does not relieve the property owner from special assessments for future sanitary sewer districts and/or joint sanitary sewer district connection fees (City Code Section 120-249 & Section 120-250).

4. EMERGENCY 911:
   No comments.

5. GREENE COUNTY HIGHWAY DEPARTMENT:
   No comments.

6. POLICE DEPARTMENT:
   No comments.

7. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #4 located at 2423 N Delaware, which is approximately 5.35 miles from the southwest corner of the property. Fire Station #3 located at 205 N Patterson is the secondary station responding to this location, which is 6.67 miles from the southwest corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately 4.0 miles for the 1st due unit. ***This will have a negative impact on our ISO rating for deployment.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 50 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 8 minutes, 45 seconds. The 2nd due company has an estimated total response time of 10 minutes, 20 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.***

		Estimated Total Response Time	Benchmark*	Baseline**
1st Due Company	Station 4	8-9 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 4,2,3,12	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – City Utilities maintains a 12" dead end water just south of the property. ***All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does not have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.***

Impact – The property is proposed to be developed as Highway Commercial. The Fire Department is unable to estimate the call activity until more information on the specific use is provided. ***While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems with supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.***

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

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu for Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
3358 N Mulroy and 5242 E Farm Road 104	South Dry Sac	No	No	No	No	No

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. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

   a. The future site plan will require a stormwater report to determine the required volume of flood control for the site and discharge location.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that

disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. 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

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	N. Mulroy Road	Primary Arterial	City	50	20	NA	No	Yes	No
Street 2	E. Farm Road 104	Collector	County	30	20	NA	No	Yes	No

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 - There are no Greenway Trails near the property. There are no bus stops near the property.

IMPROVEMENTS – No improvements are required for this annexation. A traffic study is not required for this annexation.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant has petitioned for the City of Springfield to annex approximately 3.34 acres of private property generally located at 3358 N Mulroy Road and 5242 E Farm Road 104 into the city. The applicant is concurrently processing a rezoning request to rezone the annexed property to HC, Highway Commercial for commercial development.

2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it is located within a Priority Two annexation area which is an area that represents great opportunities for economic development and job growth.

3. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within the Business Flex placetype. Business Flex areas include an eclectic mix of light industrial, office, storage, warehouse and distribution centers, complemented by the occasional commercial sales and service. The subject property is also located in a transition area as the placetype designated immediately to the south is City Corridor. Forward SGF states that "a one-to-two block transition zone on either side of both placetype boundaries would be a practical zone to complete the transition from one placetype to another."

4. Approval of this annexation request is in conformance with the annexation and rezoning of property to the south and east.

5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.

6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the city of Springfield.

8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed for commercial purposes.

<u>STAFF RECOMMENDATION:</u>

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

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council public hearing..... May 19, 2025

City Council vote ..... June 9, 2025

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2025-106 (JENSON)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the First Amendment to the Brody Corners Tax Increment Financing ("TIF") Redevelopment Plan to allow residential use within the Redevelopment Area; and directing the City Manager, or designee, to implement such changes to the Brody Corners TIF Redevelopment Plan.

PURPOSE: To approve the First Amendment to the Brody Corners Tax Increment Financing (TIF) Redevelopment Plan to allow residential use with the Redevelopment Area and direct staff to implement such changes to the Redevelopment Plan.

BACKGROUND INFORMATION:
The Brody Corners TIF Redevelopment Plan was approved by the City Council on March 7, 2022, by Special Ordinance 27662. The Redevelopment Area encompasses approximately 28.7 acres generally located at the northwest corner of West Sunshine Street and James River Freeway that was formerly an abandoned mobile home community. The Redevelopment Plan proposes construction of a $27M commercial development consisting of a mix of retail, restaurant, office, and commercial services. It contemplates a single Redevelopment Project that involves blight remediation, public infrastructure, and site development activities and improvements necessary to facilitate said commercial development. The Plan authorizes the use of TIF to fund approximately $3.4M in reimbursable project costs, which include onsite excavation/sitework, public utilities, sanitary sewer, and stormwater; off-site public utilities and street improvements; and associated professional and financing fees. The TIF has a term of 23 years. TIF revenues include 50% of the new sales taxes generated within the Redevelopment Area, which are captured and redirected as economic activity taxes (EATs) as well as 100% of the new real property taxes generated in the Area, which are captured and redirected as payments in lieu of taxes (PILOTs). The PILOTs are subject to a 25% annual mandatory surplus, which are redistributed among the affected taxing districts, thus providing an immediate benefit.

The Redevelopment Project has since been completed. However, development has been slow to materialize, with only the construction of a gas station to date. To boost the Area's commercial viability and market appeal, the Developer wishes to amend the TIF Redevelopment Plan to allow residential use to be incorporated into the commercial development.

Staff has prepared and filed the First Amendment to the Brody Corners TIF Redevelopment Plan. This Amendment adds residential use as an allowed use for the Redevelopment Area under the TIF Plan and includes a supplement to the Cost-Benefit Analysis contained in the original Redevelopment Plan setting out projections for the effect of the residential use on the taxing districts. The Developer intends to market portions of the Redevelopment Area

for mixed-use purposes with residential use constructed over or behind commercial spaces, as allowed by zoning (currently zoned HC, Highway Commercial District). The residential improvements are anticipated to cost approximately $10,500,000, which will be paid by the Developer.

REMARKS: The First Amendment to the Brody Corners TIF Redevelopment Plan conforms with the *Forward SGF Comprehensive Plan*. The Redevelopment Area is located within the City Corridor Placetype, which predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. Said placetype also serves as a key location to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Primary uses include office, hospitality, retail sales, multi-family residential, sports and recreational facilities, and maker, artisan, and innovation spaces.

The Springfield Tax Increment Financing Advisory Commission held a public hearing to consider the First Amendment to the Brody Corners TIF Redevelopment Plan on April 28, 2025. Following the public hearing and after making findings that it will promote further growth and economic development within the City and Redevelopment Area and that it is in conformance with the *Forward SGF Comprehensive Plan*, the Commission unanimously approved a resolution recommending City Council approval of the First Amendment by a vote of 10-0.

Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/14/2025

Attachments:
1. Brody Corners TIF Redevelopment Plan
2. First Amendment to Brody Corners TIF Plan_exh1
3. First Amendment to Brody Corners TIF Plan_exh2

One-rdg. _____
P. Hrngs. X
Pgs. 84
Filed 05-13-25

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-106 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the First Amendment to the Brody Corners Tax Increment Financing ("TIF") Redevelopment Plan to allow residential use within the Redevelopment Area; and directing the City Manager, or designee, to implement such changes to the Brody Corners TIF Redevelopment Plan.

_____

WHEREAS, the Brody Corners Tax Increment Financing ("TIF") Redevelopment Plan was approved by City Council on March 7, 2022, by Special Ordinance 27662; and

WHEREAS, the Redevelopment Area encompasses approximately 28.7 acres, generally located at the northwest corner of West Sunshine Street and James River Freeway; and

WHEREAS, the Brody Corners TIF has a 23-year term and is set to expire in 2055; and

WHEREAS, the Redevelopment Plan proposes construction of a $27 million commercial development with a mix of retail, restaurant, office, and commercial services, beginning with a single Redevelopment Project involving blight remediation, public infrastructure, and site development activities and improvements necessary to facilitate said commercial development; and

WHEREAS, the Redevelopment Plan authorizes the use of TIF to fund approximately $3.4 million in reimbursable project costs, with TIF revenues including fifty percent (50%) of new sales taxes generated within the Redevelopment Area, captured via both economic activity taxes ("EATs") and payments in lieu of taxes ("PILOTs"); and

WHEREAS, the Redevelopment Project has since been completed but development has not yet ensued, with only a single gas station constructed to date; and

WHEREAS, the Developer now wishes to amend the TIF Redevelopment Plan to allow residential use to be incorporated into the commercial development to the extent allowed by the current HC, Highway Commercial District, as shown in “Exhibit 1,” attached hereto and incorporated herein by this reference; and

WHEREAS, the Tax Increment Financing Advisory Commission met on April 28, 2025, and voted unanimously to recommend approval of the First Amendment to the Brody Corners TIF Redevelopment Plan to allow residential use within the Redevelopment Area, as shown in “Exhibit 2,” attached hereto and incorporated herein by this reference.

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

Section 1 – City Council hereby approves the First Amendment to the Brody Corners Tax Increment Financing (“TIF”) Redevelopment Plan to allow residential use within the Redevelopment Area, as shown in “Exhibit 1.”

Section 2 – City Council hereby directs the City Manager, or designee, to implement such changes to the Brody Corners TIF Redevelopment Plan.

Section 3 – The sections of this Ordinance shall not be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall also be deemed to be 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: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sykes, Interim City Manager

FIRST AMENDMENT TO THE BRODY CORNERS TAX INCREMENT FINANCING PLAN

CITY OF SPRINGFIELD, MISSOURI

West Sunshine Development, LLC, Applicant

February 18, 2025

Introduction

1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Brody Corners Tax Increment Financing Plan, as approved by Special Ordinance No. 27662 adopted by the City Council on March 7, 2022 (the "Original Plan"). This First Amendment to the Brody Corners Tax Increment Financing Plan (the "First Amendment"), together with the Original Plan, shall be referred to as the "TIF Plan," the "Redevelopment Plan" or "this Plan"

2. **Purpose of First Amendment**. The purpose of this First Amendment is to add residential use as an allowed use for the Redevelopment Area under the TIF Plan and to provide the Taxing Districts with a supplement to the Cost-Benefit Analysis contained in the Original Plan setting out projections for the effect of the residential use on the Taxing Districts. The Developer intends to market portions of the Redevelopment Area for mixed-use purposes with residential rental properties constructed over commercial space (the "Residential Improvements") for office and/or retail business use. The Residential Improvements are anticipated to cost approximately $15,000,000, which will be paid by the Developer.

Amendments

3. **Residential Use.** The Original Plan, including **Exhibit 11** thereto, is hereby amended to allow residential use within the Redevelopment Area and, specifically, to allow the Residential Improvements to be constructed within the Redevelopment Area as part of the Planned Development. No additional Reimbursable Project Costs shall be payable to the Developer by reason of the increased costs within the Redevelopment Area of adding the Residential Improvements.

4. **Comprehensive Plan.** The addition of the Residential Improvements within the Redevelopment Area conforms to the Springfield-Greene Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan designates the Redevelopment Area for Medium-intensity Retail, Office or Housing.

5. **Cost-Benefit Analysis.** To supplement the Cost-Benefit Analysis provided in the Original Plan as **Exhibit 11**, attached hereto as **Exhibit A** is a Cost-Benefit Analysis showing the anticipated effects of the Residential Improvements. The estimated equalized assessed valuation of the Residential Improvements after completion is $1,995,000.00.

6. **Full Force and Effect.** Except as amended hereby, the Original Plan remains in full force and effect.

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EXHIBIT A

SUPPLEMENT TO COST-BENEFIT ANALYSIS

RESIDENTIAL IMPROVEMENTS

Exhibit 11 of the Original Plan shall be amended to reflect a post-construction valuation of property equal to $20,500,000 in Commercial Mixed-Use and $10,500,00 in Residential Use. The additional property valuation due to the residential usage would increase the estimated post-construction assessed valuation to $8,555,000 (an increase of $1,995,000 from such residential usage). All PILOT projections should be modified accordingly, which modifications should have the effect on the Cost-Benefit Analysis in Exhibit 11 of the Original Plan as provided for on the following pages of this Exhibit A.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
ALL TAXING DISTRICT

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	$0	$0	$0	$0
5	$0	$ 104,721.54	$78,541	$26,180
6	$0	$ 104,721.54	$78,541	$26,180
7	$0	$ 105,768.76	$79,327	$26,442
8	$0	$ 105,768.76	$79,327	$26,442
9	$0	$ 106,826.44	$80,120	$26,707
10	$0	$ 106,826.44	$80,120	$26,707
11	$0	$ 107,894.71	$80,921	$26,974
12	$0	$ 107,894.71	$80,921	$26,974
13	$0	$ 108,973.65	$81,730	$27,243
14	$0	$ 108,973.65	$81,730	$27,243
15	$0	$ 110,063.39	$82,548	$27,516
16	$0	$ 110,063.39	$82,548	$27,516
17	$0	$ 111,164.02	$83,373	$27,791
18	$0	$ 111,164.02	$83,373	$27,791
19	$0	$ 112,275.67	$84,207	$28,069
20	$0	$ 112,275.67	$84,207	$28,069
21	$0	$ 113,398.42	$85,049	$28,350
22	$0	$ 113,398.42	$85,049	$28,350
23	$0	$ 114,532.41	$85,899	$28,633
TOTAL	**$ -**	**$2,076,706**	**$1,557,529**	**$ 519,176.40**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
CITY OF SPRINGFIELD

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$7,044	$5,283	$1,761
6	0	$7,044	$5,283	$1,761
7	0	$7,044	$5,283	$1,761
8	0	$7,044	$5,283	$1,761
9	0	$7,044	$5,283	$1,761
10	0	$7,044	$5,283	$1,761
11	0	$7,044	$5,283	$1,761
12	0	$7,044	$5,283	$1,761
13	0	$7,044	$5,283	$1,761
14	0	$7,044	$5,283	$1,761
15	0	$7,044	$5,283	$1,761
16	0	$7,044	$5,283	$1,761
17	0	$7,044	$5,283	$1,761
18	0	$7,044	$5,283	$1,761
19	0	$7,044	$5,283	$1,761
20	0	$7,044	$5,283	$1,761
21	0	$7,044	$5,283	$1,761
22	0	$7,044	$5,283	$1,761
23	0	$7,044	$5,283	$1,761
TOTAL	**$ -**	**$133,843**	**$100,382**	**$ 33,460.64**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

REPUBLIC R-III SCHOOL DISTRICT

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$82,884	$62,163	$20,721
6	0	$82,884	$62,163	$20,721
7	0	$82,884	$62,163	$20,721
8	0	$82,884	$62,163	$20,721
9	0	$82,884	$62,163	$20,721
10	0	$82,884	$62,163	$20,721
11	0	$82,884	$62,163	$20,721
12	0	$82,884	$62,163	$20,721
13	0	$82,884	$62,163	$20,721
14	0	$82,884	$62,163	$20,721
15	0	$82,884	$62,163	$20,721
16	0	$82,884	$62,163	$20,721
17	0	$82,884	$62,163	$20,721
18	0	$82,884	$62,163	$20,721
19	0	$82,884	$62,163	$20,721
20	0	$82,884	$62,163	$20,721
21	0	$82,884	$62,163	$20,721
22	0	$82,884	$62,163	$20,721
23	0	$82,884	$62,163	$20,721
TOTAL	**$ -**	**$1,574,801**	**$1,181,101**	**$ 393,700.28**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

GREENE COUNTY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$5,963	$4,472	$1,491
6	0	$5,963	$4,472	$1,491
7	0	$5,963	$4,472	$1,491
8	0	$5,963	$4,472	$1,491
9	0	$5,963	$4,472	$1,491
10	0	$5,963	$4,472	$1,491
11	0	$5,963	$4,472	$1,491
12	0	$5,963	$4,472	$1,491
13	0	$5,963	$4,472	$1,491
14	0	$5,963	$4,472	$1,491
15	0	$5,963	$4,472	$1,491
16	0	$5,963	$4,472	$1,491
17	0	$5,963	$4,472	$1,491
18	0	$5,963	$4,472	$1,491
19	0	$5,963	$4,472	$1,491
20	0	$5,963	$4,472	$1,491
21	0	$5,963	$4,472	$1,491
22	0	$5,963	$4,472	$1,491
23	0	$5,963	$4,472	$1,491
TOTAL	**$ -**	**$113,298**	**$84,974**	**$ 28,324.51**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
OTC COLLEGE

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$3,982	$2,987	$996
6	0	$3,982	$2,987	$996
7	0	$3,982	$2,987	$996
8	0	$3,982	$2,987	$996
9	0	$3,982	$2,987	$996
10	0	$3,982	$2,987	$996
11	0	$3,982	$2,987	$996
12	0	$3,982	$2,987	$996
13	0	$3,982	$2,987	$996
14	0	$3,982	$2,987	$996
15	0	$3,982	$2,987	$996
16	0	$3,982	$2,987	$996
17	0	$3,982	$2,987	$996
18	0	$3,982	$2,987	$996
19	0	$3,982	$2,987	$996
20	0	$3,982	$2,987	$996
21	0	$3,982	$2,987	$996
22	0	$3,982	$2,987	$996
23	0	$3,982	$2,987	$996
TOTAL	**$ -**	$75,658	$56,744	**$ 18,914.60**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

LIBRARY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$4,856	$3,642	$1,214
6	0	$4,856	$3,642	$1,214
7	0	$4,856	$3,642	$1,214
8	0	$4,856	$3,642	$1,214
9	0	$4,856	$3,642	$1,214
10	0	$4,856	$3,642	$1,214
11	0	$4,856	$3,642	$1,214
12	0	$4,856	$3,642	$1,214
13	0	$4,856	$3,642	$1,214
14	0	$4,856	$3,642	$1,214
15	0	$4,856	$3,642	$1,214
16	0	$4,856	$3,642	$1,214
17	0	$4,856	$3,642	$1,214
18	0	$4,856	$3,642	$1,214
19	0	$4,856	$3,642	$1,214
20	0	$4,856	$3,642	$1,214
21	0	$4,856	$3,642	$1,214
22	0	$4,856	$3,642	$1,214
23	0	$4,856	$3,642	$1,214
TOTAL	**$ -**	$92,261	$69,196	**$ 23,065.19**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

Blind Pension

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$599	$0	$599
6	0	$599	$0	$599
7	0	$599	$0	$599
8	0	$599	$0	$599
9	0	$599	$0	$599
10	0	$599	$0	$599
11	0	$599	$0	$599
12	0	$599	$0	$599
13	0	$599	$0	$599
14	0	$599	$0	$599
15	0	$599	$0	$599
16	0	$599	$0	$599
17	0	$599	$0	$599
18	0	$599	$0	$599
19	0	$599	$0	$599
20	0	$599	$0	$599
21	0	$599	$0	$599
22	0	$599	$0	$599
23	0	$599	$0	$599
TOTAL	**$ -**	$11,372	$0	**$ 11,371.50**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
DEVELOPMENT DISABILITY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$932	$0	$932
6	0	$932	$0	$932
7	0	$932	$0	$932
8	0	$932	$0	$932
9	0	$932	$0	$932
10	0	$932	$0	$932
11	0	$932	$0	$932
12	0	$932	$0	$932
13	0	$932	$0	$932
14	0	$932	$0	$932
15	0	$932	$0	$932
16	0	$932	$0	$932
17	0	$932	$0	$932
18	0	$932	$0	$932
19	0	$932	$0	$932
20	0	$932	$0	$932
21	0	$932	$0	$932
22	0	$932	$0	$932
23	0	$932	$0	$932
TOTAL	**$ -**	$17,702	$0	**$ 17,701.64**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

EXHIBIT LIST

FIRST AMENDMENT TO THE BRODY CORNERS TAX INCREMENT FINANCING REDEVELOPMENT PLAN

TAX INCREMENT FINANCING COMMISSION PUBLIC HEARING (Hearing opened April 28, 2025)

1. Roster of the Tax Increment Financing Commission

2. First Amendment to Brody Corners Tax Increment Financing Redevelopment Plan

3. Notice of TIF Commission public hearing sent to taxing districts on March 13, 2025, and return receipts

4. Affidavit of Publication for First and Second Published Notices, published in *The Springfield News-Leader* on March 31, 2025 and April 21, 2025

5. Notice of TIF Commission public hearing sent to property owners on April 14, 2025, and return receipts

6. Sunshine Law Notice of TIF Commission Meeting posted at least four business days prior to hearing

7. TIF Commission Resolution No. 2025-01 Recommending Approval of the First Amendment to the TIF Plan

Springfield Tax Increment Financing Advisory Commission
Roster for April 28, 2025 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
Republic R-3 School District	Todd Wojciechowski	Republic R-3	5/31/2027
	Matt Pearce	Republic R-3	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 BRODY CORNERS TAX INCREMENT FINANCING PLAN

CITY OF SPRINGFIELD, MISSOURI

West Sunshine Development, LLC, Applicant

February 18, 2025

Introduction

1. **Definitions**. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Brody Corners Tax Increment Financing Plan, as approved by Special Ordinance No. 27662 adopted by the City Council on March 7, 2022 (the "Original Plan"). This First Amendment to the Brody Corners Tax Increment Financing Plan (the "First Amendment"), together with the Original Plan, shall be referred to as the "TIF Plan," the "Redevelopment Plan" or "this Plan"

2. **Purpose of First Amendment**. The purpose of this First Amendment is to add residential use as an allowed use for the Redevelopment Area under the TIF Plan and to provide the Taxing Districts with a supplement to the Cost-Benefit Analysis contained in the Original Plan setting out projections for the effect of the residential use on the Taxing Districts. The Developer intends to market portions of the Redevelopment Area for mixed-use purposes with residential rental properties constructed over commercial space (the "Residential Improvements") for office and/or retail business use. The Residential Improvements are anticipated to cost approximately $15,000,000, which will be paid by the Developer.

Amendments

3. **Residential Use.** The Original Plan, including **Exhibit 11** thereto, is hereby amended to allow residential use within the Redevelopment Area and, specifically, to allow the Residential Improvements to be constructed within the Redevelopment Area as part of the Planned Development. No additional Reimbursable Project Costs shall be payable to the Developer by reason of the increased costs within the Redevelopment Area of adding the Residential Improvements.

4. **Comprehensive Plan.** The addition of the Residential Improvements within the Redevelopment Area conforms to the Springfield-Greene Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan designates the Redevelopment Area for Medium-intensity Retail, Office or Housing.

5. **Cost-Benefit Analysis.** To supplement the Cost-Benefit Analysis provided in the Original Plan as **Exhibit 11**, attached hereto as **Exhibit A** is a Cost-Benefit Analysis showing the anticipated effects of the Residential Improvements. The estimated equalized assessed valuation of the Residential Improvements after completion is $1,995,000.00.

6. **Full Force and Effect.** Except as amended hereby, the Original Plan remains in full force and effect.

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EXHIBIT A

SUPPLEMENT TO COST-BENEFIT ANALYSIS

RESIDENTIAL IMPROVEMENTS

Exhibit 11 of the Original Plan shall be amended to reflect a post-construction valuation of property equal to $20,500,000 in Commercial Mixed-Use and $10,500,00 in Residential Use. The additional property valuation due to the residential usage would increase the estimated post-construction assessed valuation to $8,555,000 (an increase of $1,995,000 from such residential usage). All PILOT projections should be modified accordingly, which modifications should have the effect on the Cost-Benefit Analysis in Exhibit 11 of the Original Plan as provided for on the following pages of this Exhibit A.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
ALL TAXING DISTRICT

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	$0	$0	$0	$0
5	$0	$ 104,721.54	$78,541	$26,180
6	$0	$ 104,721.54	$78,541	$26,180
7	$0	$ 105,768.76	$79,327	$26,442
8	$0	$ 105,768.76	$79,327	$26,442
9	$0	$ 106,826.44	$80,120	$26,707
10	$0	$ 106,826.44	$80,120	$26,707
11	$0	$ 107,894.71	$80,921	$26,974
12	$0	$ 107,894.71	$80,921	$26,974
13	$0	$ 108,973.65	$81,730	$27,243
14	$0	$ 108,973.65	$81,730	$27,243
15	$0	$ 110,063.39	$82,548	$27,516
16	$0	$ 110,063.39	$82,548	$27,516
17	$0	$ 111,164.02	$83,373	$27,791
18	$0	$ 111,164.02	$83,373	$27,791
19	$0	$ 112,275.67	$84,207	$28,069
20	$0	$ 112,275.67	$84,207	$28,069
21	$0	$ 113,398.42	$85,049	$28,350
22	$0	$ 113,398.42	$85,049	$28,350
23	$0	$ 114,532.41	$85,899	$28,633
TOTAL	**$ -**	**$2,076,706**	**$1,557,529**	**$ 519,176.40**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
CITY OF SPRINGFIELD

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$7,044	$5,283	$1,761
6	0	$7,044	$5,283	$1,761
7	0	$7,044	$5,283	$1,761
8	0	$7,044	$5,283	$1,761
9	0	$7,044	$5,283	$1,761
10	0	$7,044	$5,283	$1,761
11	0	$7,044	$5,283	$1,761
12	0	$7,044	$5,283	$1,761
13	0	$7,044	$5,283	$1,761
14	0	$7,044	$5,283	$1,761
15	0	$7,044	$5,283	$1,761
16	0	$7,044	$5,283	$1,761
17	0	$7,044	$5,283	$1,761
18	0	$7,044	$5,283	$1,761
19	0	$7,044	$5,283	$1,761
20	0	$7,044	$5,283	$1,761
21	0	$7,044	$5,283	$1,761
22	0	$7,044	$5,283	$1,761
23	0	$7,044	$5,283	$1,761
TOTAL	**$ -**	**$133,843**	**$100,382**	**$ 33,460.64**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

REPUBLIC R-III SCHOOL DISTRICT

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$82,884	$62,163	$20,721
6	0	$82,884	$62,163	$20,721
7	0	$82,884	$62,163	$20,721
8	0	$82,884	$62,163	$20,721
9	0	$82,884	$62,163	$20,721
10	0	$82,884	$62,163	$20,721
11	0	$82,884	$62,163	$20,721
12	0	$82,884	$62,163	$20,721
13	0	$82,884	$62,163	$20,721
14	0	$82,884	$62,163	$20,721
15	0	$82,884	$62,163	$20,721
16	0	$82,884	$62,163	$20,721
17	0	$82,884	$62,163	$20,721
18	0	$82,884	$62,163	$20,721
19	0	$82,884	$62,163	$20,721
20	0	$82,884	$62,163	$20,721
21	0	$82,884	$62,163	$20,721
22	0	$82,884	$62,163	$20,721
23	0	$82,884	$62,163	$20,721
TOTAL	**$ -**	**$1,574,801**	**$1,181,101**	**$ 393,700.28**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

GREENE COUNTY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$5,963	$4,472	$1,491
6	0	$5,963	$4,472	$1,491
7	0	$5,963	$4,472	$1,491
8	0	$5,963	$4,472	$1,491
9	0	$5,963	$4,472	$1,491
10	0	$5,963	$4,472	$1,491
11	0	$5,963	$4,472	$1,491
12	0	$5,963	$4,472	$1,491
13	0	$5,963	$4,472	$1,491
14	0	$5,963	$4,472	$1,491
15	0	$5,963	$4,472	$1,491
16	0	$5,963	$4,472	$1,491
17	0	$5,963	$4,472	$1,491
18	0	$5,963	$4,472	$1,491
19	0	$5,963	$4,472	$1,491
20	0	$5,963	$4,472	$1,491
21	0	$5,963	$4,472	$1,491
22	0	$5,963	$4,472	$1,491
23	0	$5,963	$4,472	$1,491
TOTAL	**$ -**	**$113,298**	**$84,974**	**$ 28,324.51**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
OTC COLLEGE

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$3,982	$2,987	$996
6	0	$3,982	$2,987	$996
7	0	$3,982	$2,987	$996
8	0	$3,982	$2,987	$996
9	0	$3,982	$2,987	$996
10	0	$3,982	$2,987	$996
11	0	$3,982	$2,987	$996
12	0	$3,982	$2,987	$996
13	0	$3,982	$2,987	$996
14	0	$3,982	$2,987	$996
15	0	$3,982	$2,987	$996
16	0	$3,982	$2,987	$996
17	0	$3,982	$2,987	$996
18	0	$3,982	$2,987	$996
19	0	$3,982	$2,987	$996
20	0	$3,982	$2,987	$996
21	0	$3,982	$2,987	$996
22	0	$3,982	$2,987	$996
23	0	$3,982	$2,987	$996
TOTAL	**$ -**	$75,658	$56,744	**$ 18,914.60**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

LIBRARY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$4,856	$3,642	$1,214
6	0	$4,856	$3,642	$1,214
7	0	$4,856	$3,642	$1,214
8	0	$4,856	$3,642	$1,214
9	0	$4,856	$3,642	$1,214
10	0	$4,856	$3,642	$1,214
11	0	$4,856	$3,642	$1,214
12	0	$4,856	$3,642	$1,214
13	0	$4,856	$3,642	$1,214
14	0	$4,856	$3,642	$1,214
15	0	$4,856	$3,642	$1,214
16	0	$4,856	$3,642	$1,214
17	0	$4,856	$3,642	$1,214
18	0	$4,856	$3,642	$1,214
19	0	$4,856	$3,642	$1,214
20	0	$4,856	$3,642	$1,214
21	0	$4,856	$3,642	$1,214
22	0	$4,856	$3,642	$1,214
23	0	$4,856	$3,642	$1,214
TOTAL	**$ -**	$92,261	$69,196	**$ 23,065.19**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]

Blind Pension

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$599	$0	$599
6	0	$599	$0	$599
7	0	$599	$0	$599
8	0	$599	$0	$599
9	0	$599	$0	$599
10	0	$599	$0	$599
11	0	$599	$0	$599
12	0	$599	$0	$599
13	0	$599	$0	$599
14	0	$599	$0	$599
15	0	$599	$0	$599
16	0	$599	$0	$599
17	0	$599	$0	$599
18	0	$599	$0	$599
19	0	$599	$0	$599
20	0	$599	$0	$599
21	0	$599	$0	$599
22	0	$599	$0	$599
23	0	$599	$0	$599
TOTAL	**$ -**	$11,372	$0	**$ 11,371.50**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

BRODY CORNERS TAX INCREMENT FINANCING PLAN COST-BENEFIT ANALYSIS
[Residential Improvement Update]
DEVELOPMENT DISABILITY

With Redevelopment				
Year	**Real Property Tax on Residential Improvements w/o Plan Amendment**	**Estimated Total Tax Liability of Residential Improvements w/o TIF**	**PILOTS (Captured for Developer Reimbursement)**	**Non-Captured (surplus or otherwise)**
1	n/a	n/a	n/a	n/a
2	n/a	n/a	n/a	n/a
3	n/a	n/a	n/a	n/a
4	0	$0	$0	$0
5	0	$932	$0	$932
6	0	$932	$0	$932
7	0	$932	$0	$932
8	0	$932	$0	$932
9	0	$932	$0	$932
10	0	$932	$0	$932
11	0	$932	$0	$932
12	0	$932	$0	$932
13	0	$932	$0	$932
14	0	$932	$0	$932
15	0	$932	$0	$932
16	0	$932	$0	$932
17	0	$932	$0	$932
18	0	$932	$0	$932
19	0	$932	$0	$932
20	0	$932	$0	$932
21	0	$932	$0	$932
22	0	$932	$0	$932
23	0	$932	$0	$932
TOTAL	**$ -**	$17,702	$0	**$ 17,701.64**

Notes: Without plan amendment, no residential improvements will be constructed.
Base has already been fully allocated in Original Plan. All amounts shown above are assumed to be in excess of base.

Tax Increment Financing Commission of the City of Springfield, Missouri

Notice of Public Hearing relating to the First Amendment to the Brody Corners Tax Increment Financing Plan

To: Taxing Districts (distribution list attached)

Date: March 13, 2025

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 1:00 p.m. on April 28, 2025, at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Brody Corners Tax Increment Financing Plan (the "Amendment"). The Brody Corners Tax Increment Financing Plan (the "Original Plan") was approved by Special Ordinance No. 27662 adopted by the City Council on March 7, 2022. The Original Plan included a redevelopment area containing approximately 26 acres located at 5505 West Sunshine, Springfield, Missouri, and generally bounded by the James River Freeway and West Sunshine Street to the south, commercial development to the east, residential property to the north, and undeveloped land to the west (the "Redevelopment Area").

The purpose of the Amendment is to add residential use as an allowed use for property in the Redevelopment Area under the Original Plan, as amended.

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
Republic School District Superintendent 636 North Main Republic, MO 65738	Republic School District President/Chairman of Board of Education 636 North Main Republic, MO 65738
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., 10th Floor Springfield, MO 65802
Greene County, Missouri 1st District Commissioner 1443 N Robberson Ave., 10th Floor Springfield, MO 65802	Greene County, Missouri 2nd District Commissioner 1443 N Robberson Ave., 10th 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
Brody Corners Community Improvement District Attn: Mike Seitz 3800 S. Fremont Avenue Springfield, MO 65804	

USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521		Transtream
	Sequence Number 7-8171	**Class of Mail** Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730025282 16980 SPFLD BRODY TIF AMEND TX JUR	City of Springfield, Busch Municipal Building 840 Boonville Ave., Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025299 16981 SPFLD BRODY TIF AMEND TX JUR	Republic School District 636 North Main, Republic, MO 65738	ERR C	0.690	2.62 4.85			8.16
9414814902829730025305 16982 SPFLD BRODY TIF AMEND TX JUR	Ozarks Technical Community College 1001 East Chestnut Expressway, Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025312 16983 SPFLD BRODY TIF AMEND TX JUR	Springfield-Greene County Library District 4653 S. Campbell Ave., Springfield, MO 65810	ERR C	0.690	2.62 4.85			8.16
9414814902829730025329 16984 SPFLD BRODY TIF AMEND TX JUR	Greene County, Missouri 1443 N Robberson Ave., 10th Floor Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025336 16985 SPFLD BRODY TIF AMEND TX JUR	Greene County Highway Department 2065 N Clifton Ave, Springfield, MO 65803	ERR C	0.690	2.62 4.85			8.16
9414814902829730025343 16986 SPFLD BRODY TIF AMEND TX JUR	Greene County Courthouse 940 Boonville, Room 37 Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025350 16987 SPFLD BRODY TIF AMEND TX JUR	Greene County Senior Citizens' Services Fund 940 N. Boonville; Room 210 Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
Page Totals	8		5.52	59.76			65.28
Cumulative Totals	8		5.52	59.76			65.28

MARTIN CITY STATION USPS
MAR 13 2025
KANSAS CITY MO 64145

USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521		Transtream
	Sequence Number	**Class of Mail**
	7-8171	Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730025367 16988 SPFLD BRODY TIF AMEND TX JUR	Missouri Department of Revenue 301 West High St., Jefferson City, MO 65101	ERR C	0.690	2.62 4.85			8.16
9414814902829730025374 16989 SPFLD BRODY TIF AMEND TX JUR	State Tax Commission of Missouri 301 West High St., Jefferson City, MO 65101	ERR C	0.690	2.62 4.85			8.16
9414814902829730025381 16990 SPFLD BRODY TIF AMEND TX JUR	City of Springfield, Busch Municipal Building 840 Boonville Ave., Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025398 16991 SPFLD BRODY TIF AMEND TX JUR	Republic School District 636 North Main, Republic, MO 65738	ERR C	0.690	2.62 4.85			8.16
9414814902829730025404 16992 SPFLD BRODY TIF AMEND TX JUR	Ozarks Technical Community College 1001 East Chestnut Expressway, Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025411 16993 SPFLD BRODY TIF AMEND TX JUR	Greene County, Missouri 1443 N Robberson Ave., 10th Floor Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025428 16994 SPFLD BRODY TIF AMEND TX JUR	Greene County, Missouri 1443 N Robberson Ave., 10th Floor Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025435 16995 SPFLD BRODY TIF AMEND TX JUR	Abilities First (County Disability Program) 3216 S. National Ave., Springfield, MO 65807	ERR C	0.690	2.62 4.85			8.16
Page Totals	8		5.52	59.76			65.28
Cumulative Totals	16		11.04	119.52			130.56

MARTIN CITY STATION USPS
MAR 13 2025
KANSAS CITY MO 64145

USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521		Transtream
	Sequence Number	**Class of Mail**
	7-8171	Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730025442 16996 SPFLD BRODY TIF AMEND TX JUR	Greene County, Missouri 940 Boonville, Room 107 Springfield, MO 65802	ERR C	0.690	2.62 4.85			8.16
9414814902829730025459 16997 SPFLD BRODY TIF AMEND TX JUR	Missouri Department of Economic Development 301 West High St., Jefferson City, MO 65101	ERR C	0.690	2.62 4.85			8.16
9414814902829730025466 16998 SPFLD BRODY TIF AMEND TX JUR	Missouri Director of Revenue 221 West High Street, Jefferson City, MO 65102	ERR C	0.690	2.62 4.85			8.16
9414814902829730025473 16999 SPFLD BRODY TIF AMEND TX JUR	Missouri Director of Revenue/County Tax Section 301 West High St., Jefferson City, MO 65101	ERR C	0.690	2.62 4.85			8.16
9414814902829730025480 17000 SPFLD BRODY TIF AMEND TX JUR	Brody Corners Community Improvement District 3800 S. Fremont Avenue, Springfield, MO 65804	ERR C	0.690	2.62 4.85			8.16

MARTIN CITY STATION USPS
MAR 13 2025
KANSAS CITY MO 64145

Page Totals	5	3.45	37.35		40.80
Cumulative Totals	21	14.49	156.87		171.36

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 0252 82

City Clerk
City of Springfield, Busch Municipal Building
840 Boonville Ave.
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0252 99

Superintendent
Republic School District
636 North Main
Republic, MO 65738

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

UNITED STATES POSTAL SERVICE

Date Produced: 03/31/2025

Gilmore&BellPCMailroom:

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Signature of Recipient :

Leah Morgan

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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 05

Chancellor
Ozarks Technical Community College
1001 East Chestnut Expressway
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 05. Our records indicate that this item was delivered on 03/17/2025 at 09:16 a.m. in SPRINGFIELD, MO 65802. 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

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 12

Executive Director
Springfield-Greene County Library District
4653 S. Campbell Ave.
Springfield, MO 65810

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 12. Our records indicate that this item was delivered on 03/17/2025 at 11:17 a.m. in SPRINGFIELD, MO 65810. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient : 4653 S CAMPBELL 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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 29

1st District Commissioner
Greene County, Missouri
1443 N Robberson Ave.
10th Floor
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

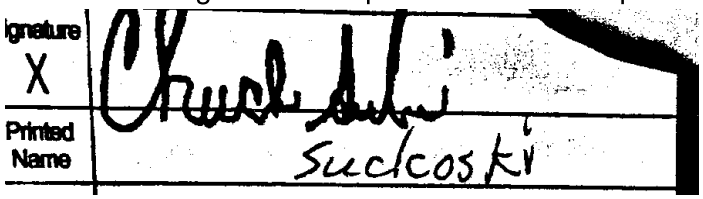
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 29. Our records indicate that this item was delivered on 03/18/2025 at 08:04 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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 36

Administrator
Greene County Highway Department
2065 N Clifton Ave
Springfield, MO 65803

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

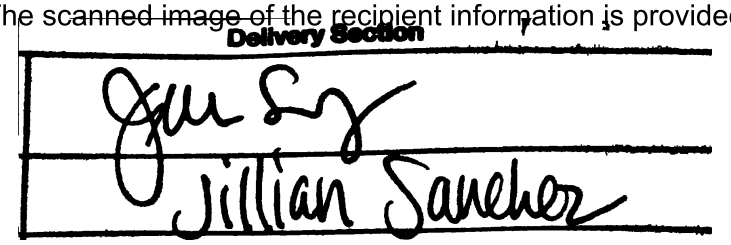
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

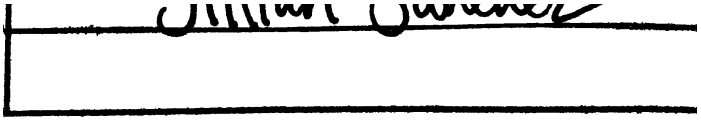
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 36. Our records indicate that this item was delivered on 03/17/2025 at 02:03 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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 43

Assessor
Greene County Courthouse
940 Boonville
Room 37
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

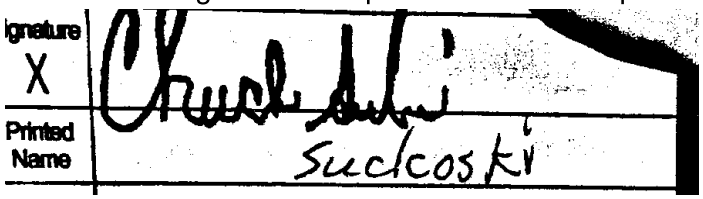
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 43. Our records indicate that this item was delivered on 03/18/2025 at 08:04 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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 50

Greene County Senior Citizens' Services Fund
940 N. Boonville
Room 210
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

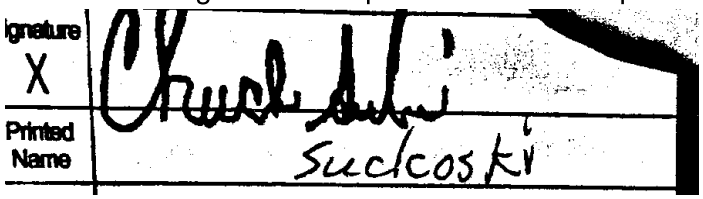
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 50. Our records indicate that this item was delivered on 03/18/2025 at 08:04 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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 67

Tax Administration Bureau
Missouri Department of Revenue
301 West High St.
Jefferson City, MO 65101

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

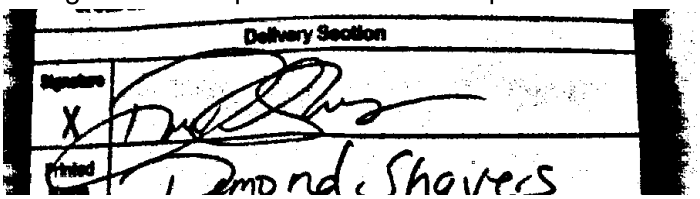
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

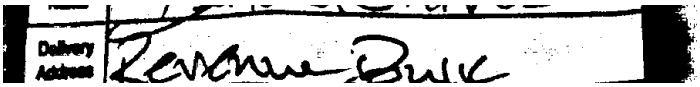
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 67. Our records indicate that this item was delivered on 03/17/2025 at 12:12 p.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: SPFLD BRODY TIF AMEND TX JUR

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

USPS CERTIFIED MAIL

9414 8149 0282 9730 0253 74

State Tax Commission of Missouri
301 West High St.
Jefferson City, MO 65101

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

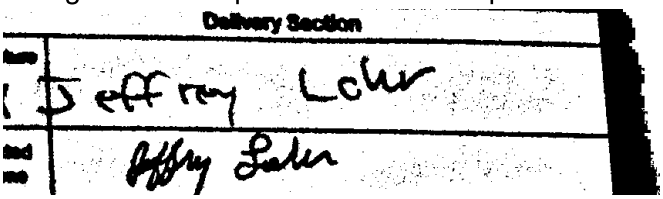
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

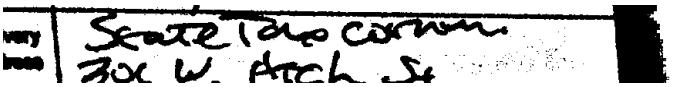
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 74. Our records indicate that this item was delivered on 03/17/2025 at 04:21 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: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 81

Finance Director
City of Springfield, Busch Municipal Building
840 Boonville Ave.
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0253 98

President/Chairman of Board of Education
Republic School District
636 North Main
Republic, MO 65738

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

UNITED STATES POSTAL SERVICE

Date Produced: 03/31/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0253 98. Our records indicate that this item was delivered on 03/24/2025 at 10:27 a.m. in REPUBLIC, MO 65738. The scanned image of the recipient information is provided below.

Signature of Recipient :

Leah Morgan

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 BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 04

Board Chair
Ozarks Technical Community College
1001 East Chestnut Expressway
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 04. Our records indicate that this item was delivered on 03/17/2025 at 09:16 a.m. in SPRINGFIELD, MO 65802. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 11

Presiding Commissioner
Greene County, Missouri
1443 N Robberson Ave.
10th Floor
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

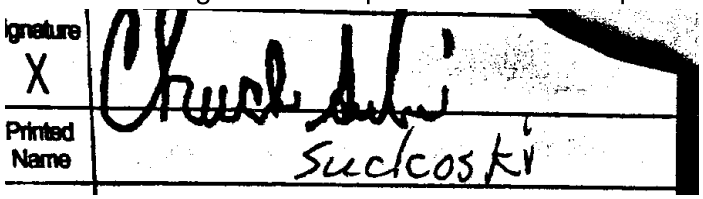
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 11. Our records indicate that this item was delivered on 03/18/2025 at 08:04 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: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 28

2nd District Commissioner
Greene County, Missouri
1443 N Robberson Ave.
10th Floor
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

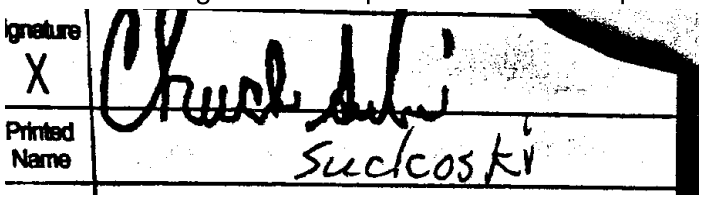
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 28. Our records indicate that this item was delivered on 03/18/2025 at 08:04 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

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 35

Executive Director
Abilities First (County Disability Program)
3216 S. National Ave.
Springfield, MO 65807

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

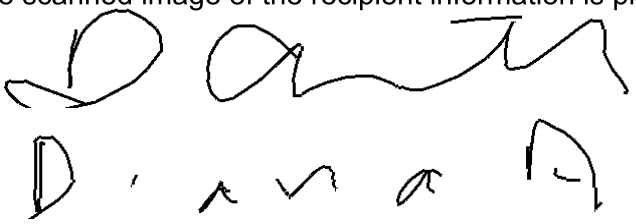
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 35. Our records indicate that this item was delivered on 03/17/2025 at 12:42 p.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

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Sincerely,
United States Postal Service

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 42

Collector
Greene County, Missouri
940 Boonville
Room 107
Springfield, MO 65802

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

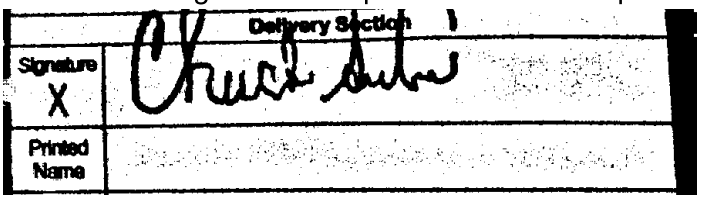
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

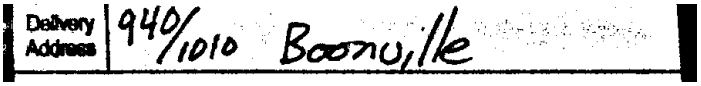
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 42. Our records indicate that this item was delivered on 03/19/2025 at 08:13 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

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 59

Director
Missouri Department of Economic Development
301 West High St.
Jefferson City, MO 65101

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

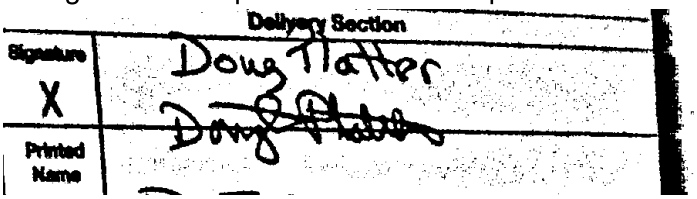
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

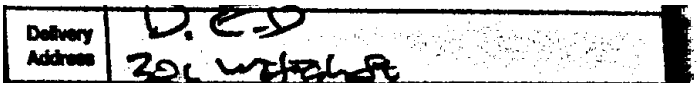
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 59. Our records indicate that this item was delivered on 03/17/2025 at 04:29 a.m. in JEFFERSON CITY, MO 65102. 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

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0254 66

County Tax Section/State Blind Pension Fund
Missouri Director of Revenue
221 West High Street
Jefferson City, MO 65102

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

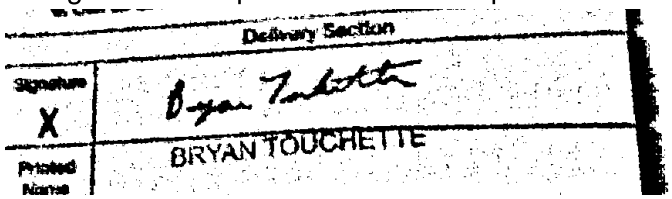
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

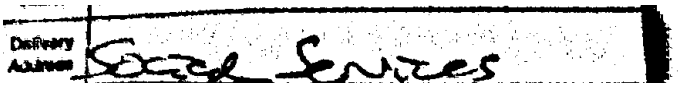
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 66. Our records indicate that this item was delivered on 03/17/2025 at 04:28 a.m. in JEFFERSON CITY, MO 65102. 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

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

USPS CERTIFIED MAIL

9414 8149 0282 9730 0254 73

Merchants/Manufacturers Replacement Tax Fund
Missouri Director of Revenue/County Tax Section
301 West High St.
Jefferson City, MO 65101

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

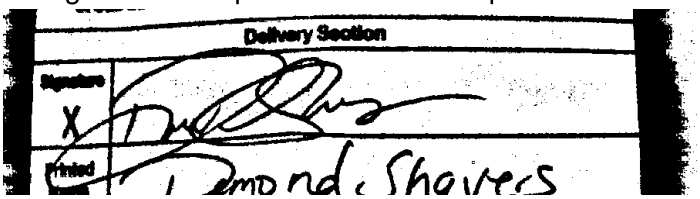
UNITED STATES POSTAL SERVICE

Date Produced: 03/24/2025

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0254 73. Our records indicate that this item was delivered on 03/17/2025 at 12:12 p.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :



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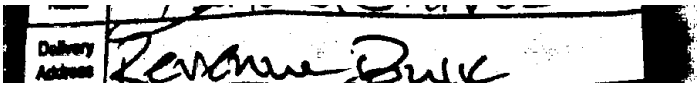

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United States Postal Service

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Customer Reference Number: SPFLD BRODY TIF AMEND TX JUR

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

USPS CERTIFIED MAIL

9414 8149 0282 9730 0254 80

Mike Seitz
Brody Corners Community Improvement District
3800 S. Fremont Avenue
Springfield, MO 65804

Shipper Ref: SPFLD BRODY TIF AMEND TX JUR
Reference 1: 600634.20105

LocaliQ
Missouri
GANNETT

PO Box 631339 Cincinnati, OH 45263-1339

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:

03/31/2025, 04/21/2025

Sworn to and subscribed before on 04/21/2025

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost:	$351.90	
Tax Amount:	$0.00	
Payment Cost:	$351.90	
Order No:	11128802	# of Copies:
Customer No:	1010390	0
PO #:	LCLM0258455	

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VICKY FELTY
Notary Public
State of Wisconsin

TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SPRINGFIELD, MISSOURI
Notice of Public Hearing relating to the First Amendment to the Brody Corners Tax Increment Financing 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 1:00 p.m. on April 28, 2025, at the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri, to consider the First Amendment to the Brody Corners Tax Increment Financing Plan (the "Amendment"). The Brody Corners Tax Increment Financing Plan (the "Original Plan") was approved by Special Ordinance No. 27662 adopted by the City Council on March 7, 2022. The Original Plan included a redevelopment area containing approximately 26 acres located at 5505 West Sunshine, Springfield, Missouri, and generally bounded by the James River Freeway and West Sunshine Street to the south, commercial development to the east, residential property to the north, and undeveloped land to the west (the "Redevelopment Area").

The purpose of the Amendment is to add residential use as an allowed use for property in the Redevelopment Area under the Original Plan, as amended.

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.

March 31, April 21 2025
LCLM0258455

Tax Increment Financing Commission of the City of Springfield, Missouri

Notice of Public Hearing relating to the First Amendment to the Brody Corners Tax Increment Financing Plan

To: Property Owners (distribution list attached)

Date: April 14, 2025

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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

West Sunshine Development LLC
3800 S. Fremont Avenue
Springfield, MO 65804

West Sunshine Property Owners Association, Inc.
3800 S. Fremont Avenue
Springfield, MO 65804

Agree Convenience No 1 LLC
c/o Kum & Go
1150 Locust Street, Ste 301
Des Moines, IA 50309

USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521		Transtream
	Sequence Number 7-8207	**Class of Mail** Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730025824 17216 SPFLD BRODY TIF PO AMEND	West Sunshine Development LLC 3800 S. Fremont Avenue, Springfield, MO 65804	ERR C	0.690	2.62 4.85			8.16
9414814902829730025831 17217 SPFLD BRODY TIF PO AMEND	West Sunshine Property Owners Association, Inc. 3800 S. Fremont Avenue, Springfield, MO 65804	ERR C	0.690	2.62 4.85			8.16
9414814902829730025848 17218 SPFLD BRODY TIF PO AMEND	Agree Convenience No 1 LLC 1150 Locust Street, Ste 301 Des Moines, IA 50309	ERR C	0.690	2.62 4.85			8.16

PLAZA FINANCE UNIT
APR 14 2025
USPS 64112

Page Totals	3	2.07	22.41	24.48
Cumulative Totals	3	2.07	22.41	24.48

USPS CERTIFICATION

Total Number Of Pieces Received 3 Round Stamp

Signature of Receiving Employee

PS Form 3877 (Facsimile)

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C	Certified
ERR	Return Receipt
CMRD	Certified Mail Restricted Delivery

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Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0258 24

West Sunshine Development LLC
3800 S. Fremont Avenue
Springfield, MO 65804

Shipper Ref: SPFLD BRODY TIF PO AMEND
Reference 1: 600634.20105

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

USPS CERTIFIED MAIL

9414 8149 0282 9730 0258 31

West Sunshine Property Owners Association, Inc.
3800 S. Fremont Avenue
Springfield, MO 65804

Shipper Ref: SPFLD BRODY TIF PO AMEND
Reference 1: 600634.20105

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

9414 8149 0282 9730 0258 48

c/o Kum & Go
Agree Convenience No 1 LLC
1150 Locust Street
Ste 301
Des Moines, IA 50309

Shipper Ref: SPFLD BRODY TIF PO AMEND
Reference 1: 600634.20105

Date Produced: 04/21/2025

Gilmore&BellPCMailroom:

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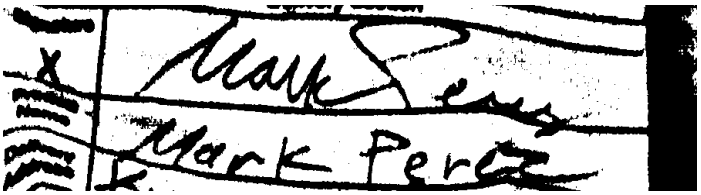
Signature of Recipient :



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: SPFLD BRODY TIF PO AMEND

AGENDA

SPRINGFIELD TAX INCREMENT FINANCING ADVISORY COMMISSION

Monday, April 28, 2025, at 1:00 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 Meetings
3. Election of Officers
4. New Business
    a. Public Hearing
        i. Resolution 2025-01: A resolution recommending approval of the First Amendment to the Brody Corners Tax Increment Financing Redevelopment Plan to allow residential use within the Redevelopment Area.
    b. Consideration of and vote on Resolution 2025-01.
5. Other Business
6. Adjourn

RESOLUTION NO. 2025-01

A RESOLUTION RECOMMENDING APPROVAL OF THE FIRST AMENDMENT TO THE BRODY CORNERS TAX INCREMENT FINANCING PLAN TO ALLOW RESIDENTIAL USE WITHIN THE REDEVELOPMENT AREA.

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 Brody Corners Tax Increment Financing Plan (the "Original Plan") was adopted by the City Council on March 7, 2022 through the adoption of Special Ordinance 27662 (the "Plan Ordinance");

WHEREAS, the Plan Ordinance approved a redevelopment area (the "**Redevelopment Area**") for the Original Plan;

WHEREAS, the Original Plan described a "Planned Development" consisting of the construction of new commercial buildings and related site improvements for end use as a convenience store, retail, restaurants, office space and/or service industry space;

WHEREAS, West Sunshine Development, LLC (the "**Developer**") has requested an amendment to the Original Plan to allow mixed-use purposes within the Redevelopment Area with residential rental properties constructed over commercial space, as described in the proposed First Amendment to the Brody Corners Tax Increment Financing Plan (the "**Amendment**");

WHEREAS, on March 13, 2025, written notice of the scheduled TIF Commission public hearing was mailed to all taxing districts from which taxable property is included in the 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 March 13, 2025;

WHEREAS, on March 31, 2025, 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 April 14, 2025, 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 Redevelopment Area, in compliance with Section 99.830, RSMo;

WHEREAS, on April 21, 2025, 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 April 28, 2025, at 1:00 p.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, 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 (1) approval of the Amendment 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, and (2) the Original Plan, as amended by the Amendment, is in conformance with the Comprehensive Plan for the development of the City as a whole.

2. **Recommendation.** The TIF Commission recommends that the City Council adopt an ordinance which approves the Amendment.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF SPRINGFIELD, MISSOURI THIS 28th DAY OF April, 2025.

Chairperson

By: _____

Printed Name: Marshall Kinne

EXPLANATION TO COUNCIL BILL 2025-107 (CARROLL)

FILED: 04/29/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

PURPOSE: To set the real and personal property preliminary tax levy for the City of Springfield for Fiscal Year 2025-2026 at a level of $0.6104 per $100 assessed valuation; and declaring an emergency.

BACKGROUND INFORMATION: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2025. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2025-2026. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2025.

The tax levies established by this ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2025-2026 will be $0.6104 per $100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August 2025, based on the tax levies provided by the State Auditor.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

Submitted By: Tammy Beeman, Financial Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/13/2025

Attachments:

1. FY26 Tax Levy
2. FY26_Tax_Levy_Exhibit_A_Public_Notice

One-rdg. _____
P. Hrngs. X
Pgs. 6
Filed: 05-13-25

Sponsored by: Carroll

First Reading: _____ Second reading: _____

COUNCIL BILL 2025-107 SPECIAL ORDINANCE _____

AN ORDINANCE

SETTING a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, generally referred to as "Fiscal Year 2025-2026," it is necessary for City Council to set the preliminary tax levy on real and personal property; and

WHEREAS, said tax levies are assessed on all real and personal property on the tax rolls as of January 1, 2025; and

WHEREAS, the projected levy for Fiscal Year 2025-2026 is anticipated to be $0.6104 per $100 of assessed valuation, although this levy may be adjusted by the State Auditor in August of 2025; and

WHEREAS, the City of Springfield Public Hearing Notice regarding the levies herein has been published, and a copy of said notice is attached hereto as "Exhibit A."

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

Section 1 – There is hereby levied for Fiscal Year 2025-2026, a tax upon the $100 valuation of all real and personal property within, or having its taxable status within, the corporation limits of the City subject to taxation, and upon the $100 valuation of all property in the City, subject to taxation and assessed to any railroad, telegraph, telephone, street, railway, or bridge company, according to the last assessed valuation of the said properties of such companies fixed by the following purposes:

(a) For municipal purposes as authorized by Article X Section 1 of the Constitution

of the State of Missouri and approved by the voters of the City, a rate of $0.2625;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of $0.1839;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of $0.1255;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of $0.0385.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

(1) The assessed valuations by category of real, personal, and other tangible property for the preceding year and this year are as follows:

SOURCE	2024 FINAL VALUATION	2025 ESTIMATED VALUATION
Real Estate	$3,150,756,955	$3,283,088,747
State Assessed Utilities	29,140,556	30,364,456
Personal Property	738,777,360	769,806,010
Total	$3,918,674,871	$4,083,259,216

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is $27,003,162.

(3) The tax rates proposed to generate this revenue and their estimated yields are as follows:

PURPOSE	PROPOSED TAX LEVY	TOTAL
Art Museum	$ 0.0385	$ 1,703,120
Public Parks	0.1839	8,135,427
Public Health	0.1255	5,551,816
Municipal Purposes	0.2625	11,612,799
Total	$ 0.6104	$ 27,003,162

Section 3 – City Council finds that proper notice was published containing the

information set forth in Section 2 above, and a public hearing has been held regarding the proposed rates of taxes.

Section 4 – Within such time so as to permit the aforesaid taxes to be extended upon the assessment books, the levy so established herein shall be certified by the City Clerk to the Director of Finance and to the County Collector of Greene County, Missouri, who shall proceed to extend the aforesaid taxes for the year upon the assessment books, in the appropriate columns. Furthermore, City Council expressly authorizes the City Manager and City Clerk to take any and all actions necessary to carry out the intent and purpose of this Ordinance.

Section 5 – This Ordinance, any ordinance fixing any tax rate or assessment, is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Springfield, Missouri, and shall be in full force and effect immediately from and after its passage and approval.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sykes, Interim City Manager

Exhibit A

CITY OF SPRINGFIELD
PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2025-2026

DATE AND TIME: May 19, 2025 at 6:30 P.M.

PLACE: Regional Police-Fire Training Center, 2620 W Battlefield, Springfield, MO 65807

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2025 are:

SOURCE	VALUATION
Real Property	$3,283,088,747
State Assessed Utilities	30,364,459
Personal Property	769,806,010
Total	$4,083,259,216

The proposed City budget for 2025-2026 reflects the following yield on this estimated valuation:

FUND	TAX LEVY	YIELD	SURTAX	TOTAL
Art Museum	$ .0385	$ 1,572,055	$ 131,065	$ 1,703,120
Public Parks	.1839	7,509,114	626,313	8,135,427
Public Health	.1255	5,124,490	427,326	5,551,816
Municipal Purposes	.2625	10,718,555	894,244	11,612,799
Total	$ .6104	$24,924,214	$2,078,948	$27,003,162

The City of Springfield tax levies will be finalized in August 2025 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be placed in the record.

Anita Cotter, City Clerk
City of Springfield, Missouri

EXPLANATION TO COUNCIL BILL 2025-108 (LEE)

FILED: 04/29/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

PURPOSE: To adopt the Fiscal Year 2025-2026 Budget for the City of Springfield and decare an emergency

BACKGROUND INFORMATION: The Finance Department recommends the adoption of a Proposed Budget totaling $529,828,212 as submitted by the City Manager, which is available on-line through the City's website and a copy is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2025–2026." The proposed budget was reviewed and discussed by City Council on May 6, 2025; May 13, 2025; and May 20, 2025. There was an opportunity for public input at a public hearing held on May 19, 2025.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted By: Tammy Beeman, Financial Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/13/2025

Attachments:
1. FY26 Budget
2. FY26 Revenues and Expenditures Exhibit A

One-rdg._____
P. Hrngs. ___X_____
Pgs. _____7_____
Filed: ____05-13-25_____

Sponsored by: _____Lee_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2025-108_____ SPECIAL ORDINANCE _____

AN ORDINANCE

ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

WHEREAS, the City Manager, or designee, has submitted a budget to City Council for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026, generally referred to as "Fiscal Year 2025-2026"; and

WHEREAS, a public hearing was held on the budget on May 19, 2025.

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

Section 1 – A budget for Fiscal Year 2025-2026 for the City of Springfield, Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2025-2026" ("Budget"), a copy of which is on file with the City Clerk, providing total revenues of $529,828,212 and appropriations for all funds of $529,828,212, is hereby adopted. Budgeted revenues and appropriations for Fiscal Year 2025-2026 are detailed in "Exhibit A," which is attached hereto and incorporated herein by reference.

Section 2 – The lease obligations under various agreements between the City and the Public Building Corporation of the City of Springfield, Missouri, as well as all other similar lease obligations subject to annual appropriations, are hereby authorized for renewal for Fiscal Year 2025-2026, and the funds for such payments as set forth in the Budget stand appropriated.

Section 3 – From July 1, 2025, the effective date of the Budget, the amounts shown in the Budget as adopted are hereby appropriated for the various departments, offices, and agencies specified therein. All Fiscal Year 2025-2026 expenditures of the City shall be limited to the appropriations provided for the departments, offices, and

agencies, as detailed in the Budget, unless further appropriations are made by City Council.

Section 4 – The City Manager, or designee, is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the revenues and appropriations for Fiscal Year 2025-2026 and is further directed to file a certified copy of the adopted Budget for said fiscal year with the City Clerk.

Section 5 – This Ordinance, an appropriation for the payment of current expenses of the city government, is an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Springfield, Missouri, and shall be in full force and effect immediately from and after its passage and approval.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Collin Sykes, Interim City Manager

Exhibit A

Revenues

Schedule of Actual and Projected Revenues and Resources (All Funds Types):

FY2025-26 Annual Operating Budget

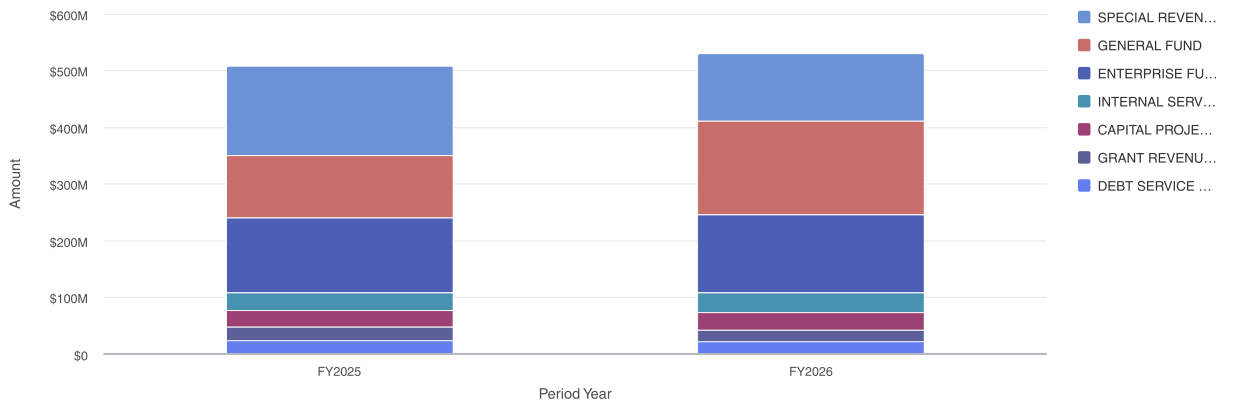
CITY OF SPRINGFIELD
CITY CHARTER

SECTION 5.8(1)

The budget shall provide:

An itemized statement of estimated revenues from all sources for the year which the budget is to cover, together with a comparative statement of revenues for the last completed fiscal year and the year in progress.

FY26 Budgeted Revenues



Data Updated: Apr 22, 2025, 9:27 PM

Revenue by Fund Type

	2023 - 24 Actuals	2024 - 25 Budget	2025 - 26 Budget
GENERAL FUND	$114,672,043	$110,277,341	$163,864,675
SPECIAL REVENUE FUNDS	$157,485,966	$158,037,075	$119,838,457
GRANT REVENUE FUNDS	$34,016,971	$23,621,918	$20,485,778
CAPITAL PROJECTS FUNDS	$38,384,098	$30,161,375	$32,353,000
DEBT SERVICE FUNDS	$21,485,647	$22,758,922	$20,988,722
ENTERPRISE FUNDS	$173,829,042	$130,936,534	$138,914,248
INTERNAL SERVICE FUNDS	$31,840,146	$31,532,335	$33,383,332
TOTAL	$571,713,914	$507,325,500	$529,828,212

All Revenues Details:

	2023 - 24 Actuals	2024 - 25 Budget	2025 - 26 Budget
CHARGES AND FEES			
AVIATION FUEL SALES	$6,498,658	$6,305,000	$7,178,000
CHARGES FOR SERVICES	$82,603,834	$88,877,837	$90,236,982
RENTALS	$9,111,816	$8,993,472	$10,159,575
SALE OF GOODS	$3,232,315	$2,556,207	$3,835,523
USER FEES	$32,888,100	$30,965,798	$36,805,354
CHARGES AND FEES TOTAL	$134,334,724	$137,698,314	$148,215,434
INTERGOVERNMENTAL			
GASOLINE TAX	$6,269,197	$6,650,000	$7,400,000
GRANT REVENUE	$45,663,507	$22,177,258	$22,477,358
GREENE COUNTY	$2,333,077	$2,400,000	$2,450,000
STATE OF MISSOURI	$2,624,533	$2,650,000	$2,750,000
INTERGOVERNMENTAL TOTAL	$56,890,315	$33,877,258	$35,077,358
LICENSES AND FINES			
COURT COSTS	$950,942	$490,000	$337,000
FINES AND FORFEITURES	$829,575	$918,000	$723,000
OCCUPATIONAL LICENSES	$5,494,207	$5,602,500	$5,702,500
PERMITS	$2,348,480	$2,331,680	$2,431,500
LICENSES AND FINES TOTAL	$9,623,204	$9,342,180	$9,194,000
OTHER REVENUES			
BOND AND LOAN PROCEEDS	$9,122,072	$29,000	$362,500
INTEREST	$14,984,303	$5,890,421	$9,839,716
OTHER MISC	$15,930,749	$21,710,502	$18,965,357
RESERVE	$0	$14,173,900	$6,950,998
SPECIAL ASSESSMENT TAX BILL	$132,322	$245,500	$245,500
TRANSFERS	$99,565,256	$48,500,825	$47,905,481
OTHER REVENUES TOTAL	$139,734,703	$90,550,148	$84,269,552
TAXES			
CIGARETTE TAX	$513,100	$510,000	$475,000
GROSS RECEIPTS TAX	$4,151,216	$4,200,000	$3,730,000
PAYMENT IN LIEU OF TAXES	$17,129,857	$17,432,500	$17,130,000
PROPERTY TAX	$26,127,053	$27,809,883	$28,334,385
SALES TAX	$157,347,199	$159,434,162	$177,280,102
SPECIAL TAXING DISTRICTS	$8,946,877	$5,286,515	$5,320,881
TOURISM	$6,332	$3,984,540	$4,001,500
USE TAX	$16,909,335	$17,200,000	$16,800,000
TAXES TOTAL	$231,130,968	$235,857,600	$253,071,868
TOTAL	$571,713,914	$507,325,500	$529,828,212

Expenditures

Summary of Expenditures and Appropriations (All Fund Types):

FY2025-26 Annual Operating Budget

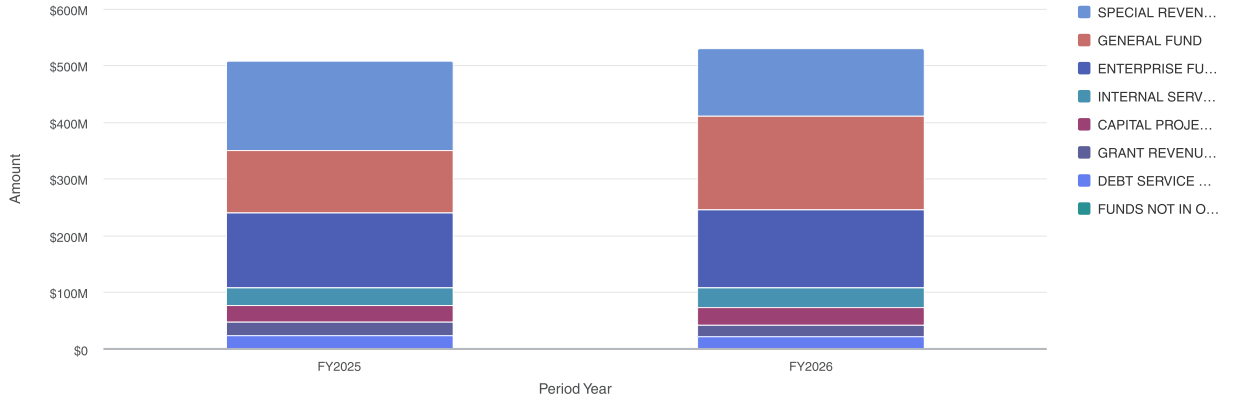
CITY OF SPRINGFIELD
CITY CHARTER

SECTION 5.8(2)

The budget shall provide:

An itemized statement of expenditures recommended by the City Manager for each office, department or agency for the year which the budget is to cover, together with a comparative statement of expenditures for the last completed fiscal year and the year in progress.

Appropriations by Fund Type



Data Updated: Apr 22, 2025, 9:27 PM

FY26 General Fund Exp by Dept

	2023 - 24 Actuals	2024 - 25 Budget	2025 - 26 Budget
BUILDING DEVELOPMENT SERVICES	$4,056,936	$4,392,630	$4,481,845
CITY ATTORNEY	$2,497,927	$2,679,871	$2,927,753
CITY CLERK	$1,007,039	$1,082,128	$860,992
CITY MANAGER	$2,522,595	$3,714,844	$4,133,502
FINANCE	$14,846,098	$8,866,228	$46,891,525
FIRE	$27,056,724	$25,378,769	$31,153,721
HEALTH	$79,938	$130,500	$130,500
HUMAN RESOURCES	$2,482,220	$2,816,268	$3,070,072
INFORMATION SYSTEMS	$5,259,466	$5,348,618	$5,609,402
MAYOR AND COUNCIL	$322,174	$333,169	$338,159
MUNICIPAL COURT	$2,008,037	$2,408,003	$2,495,324
PARKS	$1,422	$100,000	$100,000

	2023 - 24 Actuals	2024 - 25 Budget	2025 - 26 Budget
PLANNING & DEVELOPMENT	$2,805,099	$2,515,838	$2,682,645
POLICE	$33,135,777	$35,899,642	$42,721,877
PUBLIC INFORMATION	$1,740,689	$1,679,871	$1,783,634
PUBLIC WORKS	$12,321,375	$12,012,859	$13,469,506
WORKFORCE DEVELOPMENT	$71,453	$75,000	$75,000
ECONOMIC VITALITY	$843,319	$843,104	$939,218
TOTAL	$113,058,290	$110,277,341	$163,864,675

FY26 All Approp by Type Detail

	2023 - 24 Actuals	2024 - 25 Budget	2025 - 26 Budget
GENERAL FUND	$113,058,290	$110,277,341	$163,864,675
SPECIAL REVENUE FUNDS			
ART MUSEUM	$2,133,132	$2,001,346	$2,199,437
COMMUNITY IMPROVEMENT DISTRICTS	$2,648,019	$3,267,500	$3,272,500
CONVENTION AND VISITORS BUREAU	$4,401,399	$4,724,115	$4,421,575
EMERGENCY COMMUNICATIONS	$7,435,590	$9,378,000	$9,802,139
HOTEL/MOTEL TAX	$3,819,318	$10,633,390	$4,001,500
LAW ENFORCEMENT SALES TAX	$9,418,850	$10,459,716	$10,790,626
LEVEL PROPERTY TAX	$6,292,079	$7,505,071	$6,848,478
MISCELLANEOUS SPECIAL REVENUE	$1,375,182	$4,634,422	$6,198,617
POLICE SPECIAL REVENUE	$1,639,309	$3,097,875	$2,783,590
PUBLIC HEALTH SERVICES	$8,183,973	$9,634,363	$9,756,376
PUBLIC PARKS	$38,679,200	$34,554,277	$36,168,619
PUBLIC SAFETY PENSION SALES TAX	$45,705,145	$35,627,000	$0
PUBLIC WORKS - TRANSPORTATION	$15,355,787	$20,000,000	$20,925,000
ROAD AND BRIDGE MAINTENANCE	$786,204	$2,500,000	$2,650,000
VIDEO SERVICE PROVIDER	$38,392	$20,000	$20,000
SPECIAL REVENUE FUNDS TOTAL	$147,911,580	$158,037,075	$119,838,457
GRANT REVENUE FUNDS			
COMMUNITY DEVELOPMENT	$3,484,036	$7,020,225	$6,767,300
FIRE GRANTS	$341,382	$0	$0
POLICE GRANTS	$618,925	$789,642	$814,745
PUBLIC HEALTH GRANTS	$2,876,546	$792,680	$974,572
WIC PROGRAM	$1,644,658	$1,847,391	$1,957,648
WORKFORCE DEVELOPMENT	$11,209,628	$13,171,980	$9,971,513
OTHER GRANTS	$15,140,027	$0	$0
GRANT REVENUE FUNDS TOTAL	$35,315,201	$23,621,918	$20,485,778
CAPITAL PROJECTS FUNDS			
CAPITAL IMPROVEMENTS SALES TAX	$9,103,658	$15,834,250	$16,162,000
TRANSPORTATION SALES TAX	$1,262,332	$7,917,125	$8,081,000
OTHER IMPROVEMENTS	$6,805,391	$6,410,000	$8,110,000
CAPITAL PROJECTS FUNDS TOTAL	$17,171,381	$30,161,375	$32,353,000
DEBT SERVICE FUNDS			
GENERAL OBLIGATION BONDS	$796,547	$751,104	$751,104
LEASEHOLD REVENUE BONDS	$13,567,092	$14,035,818	$11,324,418
SPECIAL OBLIGATION BONDS	$9,477,054	$7,972,000	$8,913,200
DEBT SERVICE FUNDS TOTAL	$23,840,694	$22,758,922	$20,988,722
ENTERPRISE FUNDS			
AIRPORT	$38,382,867	$41,857,534	$43,129,533
CLEAN WATER SERVICES	$87,935,812	$68,029,000	$71,162,500
GOLF	$4,705,148	$4,650,000	$5,297,215
SOLID WASTE	$26,746,708	$16,400,000	$19,325,000
ENTERPRISE FUNDS TOTAL	$157,770,534	$130,936,534	$138,914,248
INTERNAL SERVICE FUNDS			
PRINT SHOP	$228,041	$268,182	$273,712
SELF-INSURANCE	$26,060,295	$26,014,153	$27,359,620
SERVICE CENTER	$4,043,671	$5,250,000	$5,750,000
INTERNAL SERVICE FUNDS TOTAL	$30,332,007	$31,532,335	$33,383,332
TOTAL	$525,399,686	$507,325,500	$529,828,212

EXPLANATION TO COUNCIL BILL 2025-109 (MCGULL)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for the LeCompte Roadway Improvement Project; accepting the bid of JD Wallace Contracting, LLC for construction of the project in the amount of $3,241,798.00; 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 the LeCompte Roadway Improvement, accepting the bid of JD Wallace Contracting, LLC., for construction of the LeCompte Roadway Improvement, authorizing the City Manager, or his designee, to enter a contract ("Exhibit A") with such bidder, and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project consists of stormwater and roadway infrastructure construction along LeCompte Avenue north of Division Street to the railroad tracks. The project will construct improvements to the Division Street and LeCompte Road intersection, expand LeCompte road to three lanes with a sidewalk, and add stormwater infrastructure featuring concrete curb and gutter, stormwater inlets and stormwater pipes. This project is part of the Cost Share Agreement between the City of Springfield and the Erlen Group approved on January 13, 2025, as Special Ordinance 28093.

Bids were solicited for this project by advertising in the *Daily Events* from April 8, 2025, through April 12, 2025. Bids were opened for the project at 10:00 a.m. on April 29, 2025, with the following bids received:

Contractor	Total Bid
JD Wallace Contracting, LLC	$3,241,798.00
Emery Sapp & Sons, Inc.	$3,542,196.38
Engineer's Estimate	*$5,384,301.36*

The low bid, if accepted, will be partially funded by a $1,500,000 grant from the Economic Development Administration of the United States Department of Commerce. The remainder will be funded from a Direct Appropriation received from the State of Missouri. All funds are already budgeted.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends acceptance of the bid of JD Wallace Contracting, LLC as the lowest responsible bid and approval of this council bill. As this bill authorizes accepting 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).

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/7/2025

Attachments:
1. LeCompte Road Bid Award_ord
2. LeCompte Road Bid Award_exhA

One-rdg. X
P. Hrngs. _____
Pgs. 12
Filed: 05-13-25

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-109 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the LeCompte Roadway Improvement Project; accepting the bid of JD Wallace Contracting, LLC for construction of the project in the amount of $3,241,798.00; 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.

_____

WHEREAS, the City desires to construct stormwater and roadway infrastructure construction along LeCompte Avenue north from Division Street to the railroad tracks, referred to herein as the "Project," and is part of the Cost Share Agreement between the City of Springfield and the Erlen Group approved on January 13, 2025, by Special Ordinance 28093; and

WHEREAS, bids for the Project were solicited by advertisement in *The Daily Events* from April 8, 2025 to April 12, 2025, and were opened on April 29, 2025; and

WHEREAS, JD Wallace Contracting, LLC is the lowest responsive and responsible bidder for the Project; and

WHEREAS, the Project will be funded with $1,500,000 in federal grant funds from the Economic Development Administration of the U.S. Department of Commerce, with the remainder funded from a Direct Appropriation received from the State of Missouri, and all funds are already budgeted.

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

Section 1 – City Council hereby approves the plans and specifications for the LeCompte Roadway Improvement Project.

Section 2 – City Council hereby accepts the bid of JD Wallace Contracting, LLC for said Project, at the price and sum not to exceed $3,241,798.00, contingent to the availability of appropriated funds.

Section 3 – The City Manager, or designee, is hereby authorized to enter into a contract with said bidder in substantial conformity with the agreement attached hereto and incorporated herein as “Exhibit A,” and the terms of the bid, the plans, and the specifications.

Section 4 – All workers performing work under the 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. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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 acceptance of a bid and entry into a contract with the successful bidder. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD **840 BOONVILLE, P.O. BOX 8368** **SPRINGFIELD, MO 65802** **PHONE: (417) 864- 1917** **ATTN: KING COLTRIN** **DEPT.: PUBLIC WORKS**	**. NAME: JD WALLACE CONTRACTING, LLC** **ADDRESS: PO BOX 3754** **CITY: SPRINGFIELD, MO, 65804** **PHONE: 417-296-9766** **ATTN: JUSTIN WALLACE**

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:

LeCompte Road Improvements- Division Street to the Railroad Tracks -2022PW0075

Three lane road construction, curb and gutters and stormwater collection- LeCompte Road- Division Street to the railroad tracks.

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 180 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, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, 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,

City Utilities of Springfield, and the Board of Utilities. 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; and

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

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. 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 carrier 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 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 $3,241,798.00 (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 $3,800.00 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 **Three Million Two Hundred Forty-One Thousand Seven Hundred Nighty-Eight Dollars and No Cents ($3,241,798.00)** 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, 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 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.

(Remaining Page Left Intentionally Blank)

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

REVIEWED BY:

_____

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

_____

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Director of Finance or Acting Director

APPROVED AS TO FORM

_____

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or his/her designee

EXPLANATION TO COUNCIL BILL 2025-110 (LEE)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an amended Contract of Obligation ("Exhibit A"), with the Missouri Department of Natural Resources ("MoDNR"), whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the MoDNR, to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation and any changes to operational costs previously calculated and approved engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On February 26, 2024, City Council adopted Special Ordinance No. 27963 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of $18,035,343 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

For the current year, the Solid Waste Management Division proposes to amend the Existing FAI Contract of Obligation by decreasing $11,778 to $18,023,565.

REMARKS: As presented in the letter report ("Exhibit B") from SCS ENGINEERS dated August 26, 2024, the net effect of this proposed amendment will be to decrease the City's current liability for landfill closure and post-closure care by $11,778 to $18,023,565. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department.

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 5/7/2025

Attachments:

1. Landfill FAI 2024
2. Landfill FAI 2024 Contract of Obligation_ExhA
3. Landfill FAI 2024 NHSLF Update_ExhB

One-rdg. _____
P. Hrngs. _____
Pgs. 23
Filed: 05-13-25

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-110 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

WHEREAS, the City of Springfield, Missouri, (the "City") has both closed and active sanitary landfills that are subject to environmental closure and post-closure requirements by Missouri state statutes; and

WHEREAS pursuant to Missouri state statutes the City must provide a financial assurance instrument, or Contract of Obligation, to the Missouri Department of Natural Resources ("MDNR") that affirms and accepts the financial obligations of closure and post-closure; and

WHEREAS each year, the Contract of Obligation is revised to reflect the changing cost of the environmental closure and post-closure obligations; and

WHEREAS, the current cost estimate is $18,023,565.

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 enter into a Contract of Obligation with the Missouri Department of Natural Resources ("MDNR"), said agreement to be substantially in form and content as "Exhibit A," which is attached hereto and incorporated herein by this reference.

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

Passed at meeting: _____

34
35 _____
Mayor
36
37 Attest: _____, City Clerk
38
39
40 Filed as Ordinance: _____
41
42
43 Approved as to form: _____, Assistant City Attorney
44
45
46 Approved for Council action: _____, Interim City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a "Contract of Obligation" (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of $18,023,565 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.

2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.

3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of $18,023,565 upon receiving notice from the Director of MoDNR of the City's failure to properly close and/or provide post closure care for the solid waste disposal area.

4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.

5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

(a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and

(b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and

(c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI	MISSOURI DEPARTMENT OF NATURAL RESOURCES
BY: _____ City Manager or his/her designee	BY:_____ Director
DATE: _____	DATE:_____

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

August 26, 2024
File No. 27221318.32

EXHIBIT B

Mr. Dave Drilling, P.E.
Engineering Section Chief
Waste Management Program
1730 East Elm Street
P.O. Box 176
Jefferson City, MO 65102

Subject: City of Springfield Noble Hill Sanitary Landfill
2024 Closure and Post-Closure Cost Estimate Update

Dear Mr. Drilling:

On behalf of the City of Springfield, SCS Engineers has updated and is submitting the City's closure and post-closure financial assurance instrument (FAI) documents. Please find attached a letter that summarizes the changes in costs since last year along with the referenced documents.

Please contact Bret Clements at 913-749-0711 or at bclements@scsengineers.com if you have questions or comments.

Sincerely,

Marilyn Jones
Senior Project Professional
SCS Engineers

Bret Clements, P.E.
Senior Project Manager
SCS Engineers

MBJ/BHC

cc: Erick Roberts, City of Springfield
Dan Jessen, City of Springfield
Jeff Morris, City of Springfield

August 5, 2024
File No. 27221318.32

Mr. Dan Jessen
City of Springfield
Department of Environmental Services
Solid Waste Division
290 East Central Street
Springfield, Missouri 65802

Subject: City of Springfield Noble Hill Sanitary Landfill
2024 Closure and Post-Closure Cost Estimate Update

Dear Mr. Jessen:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. Included are the updated Closure and Post-Closure Cost Worksheets for the landfill and the revised costs supporting documents.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2024 (IPD = 124.916)**. The 2nd Quarter 2004 IPD was used as the base (IPD = 78.824). A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to the Landfill Affecting the FAI Since Last Year

Leachate Treatment Cost: Increased from $0.00538/gal to $0.00549/gal.
Copies of the wastewater treatment costs memorandums that document updated rates are included as an attachment to this letter.

Gas System Expansion: The landfill has recently expanded the active gas collection and control system. Additional requirements to close the Landfill have been included in Drawing 1.

Clay Volume: Decreased from 1,714,199 CY to 1,575,209 CY.
The facility utilized approximately 138,990 cubic yards of clay for landfill operations and screening activities. This reduced the overall quantity of clay available in the borrow area.

IPD Factor: Decreased from 131.518 (2Q 2023) to 124.916 (2Q 2024)

IPD Factor: 2004 Q2 factor changed from 84.569 to 78.824.

CLOSURE AND POST-CLOSURE COST ESTIMATE UPDATE SUMMARY

To update the 2004 costs to current dollars, the percent change multiplier was calculated by dividing the 2nd quarter 2024 IPD by the 2nd quarter 2004 IPD. The calculations are provided in the table below.

Description	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2024 Dollars)
		2004 (Q2)	2024 (Q2)	% Change Multiplier	
Closure	$7,337,112.44	78.824	124.916	1.5847	$11,627,122.08
Post-Closure	$4,036,374.79	78.824	124.916	1.5847	$6,396,443.13
Total	$11,373,487.22				**$18,023,565.21**

Total Cost (2004 Dollars) referenced from the attached Missouri Department of Natural Resources (MDNR) worksheets. IPDs referenced from the Bureau of Economic Analysis Table 1.1.9 Implicit Price Deflators for Gross Domestic Product Last Revised on July 25, 2024.

Based on the updated costs, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2023 approved cost estimate was $18,035,342.88; based on the adjustments, the new FAI total decreased by $11,776.88 to $18,023,565.21.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services to the City of Springfield. Should you have questions or would like more information, please do not hesitate to call Bret Clements at (913) 749-0711.

Sincerely,

Marilyn Jones
Senior Project Professional
SCS Engineers

Bret Clements, P.E.
Vice President
SCS Engineers

cc: Jeff Morris, City of Springfield

Attachments: Closure and Post-Closure Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Costs Memorandums
Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill

Closure and Post-Closure Cost Estimate Worksheets

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.

DATE	NAME OF FACILITY	PERMIT NUMBER
AUGUST 2, 2024	CITY OF SPRINGFIELD NOBLE HILL SANITARY LANDFILL	107704

TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D	NON-SUBTITLE D	SUBTITLE D	NON-SUBTITLE D	SUBTITLE D	NON-SUBTITLE D
93.08	119.87	32.87	119.87	0	12.16

1. How many acres is this financial assurance instrument intended for?

   acres for closure 140.58 acres for post-closure 152.74

2. Description of area (cell number, etc.)

   NOBLE HILL, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, CELL 2 PHASE 1 & 2

3. What is the approved final cover system design?

   ☒ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil.
   ☒ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil.
   (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)

4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction?

   ☒ Yes ☐ No

5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles.

   2 miles

6. What is the approximate volume of soil remaining in the borrow area?

   1575209 Clay (cubic yards)

   733000 Vegetative soil (cubic yards)

7. What is the approved gas control system design?

   ☒ Active extraction system ☐ Passive venting system ☐ No gas control system
   If you have an active extraction system, check the appropriate box.
   ☐ a. Required to control gas migration
   ☒ b. Required under NSPS
   ☐ c. Required by other agency (city, county, etc.)
   ☐ d. Specified only by design engineer
   If you check box "d", is any part of the active gas system constructed at this time?
   ☒ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed.

Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.).
If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.

8. How many ground water monitoring wells do you have?
16 wells

9. List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.
(Primary plant) $ 0.00549 per gallon (Secondary Plant) $ N/A per gallon.
☒ Check if the facility discharges directly to a wastewater treatment plant.

10. What is the estimated post-closure leachate generation rate and how was it derived?
59 (gal/acre/day) ☒ HELP model ☒ Other (please explain.)

AS SUBMITTED IN THE CONSTRUCTION PERMIT APPLICATION, REVISION DATE NOVEMBER 2018, APPENDIX 26, TABLE 9 SUMMARIZES THE RESULTS OF THE AVERAGE ANNUAL LEACHATE VOLUME FOR CLOSED CONDITIONS FOR NOBLE HILL/CELL 1, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, AND CELL 2 PHASE 1 & 2. THE HELP MODEL WAS USED TO MODEL LEACHATE GENERATION USING THE FOLLOWING PARAMETERS:
1. AREAS RECEIVED ADDITIONAL WASTE AS PART OF VERTICAL EXPANSION OF PERMIT 107704;
2. EACH AREA RECEIVED APPLICABLE FINAL COVER SYSTEM AS INCLUDED IN PERMIT 107704.

THE SUMMATION OF THE AVERAGE ANNUAL LEACHATE VOLUMES LISTED IN TABLE 9 - VERTICAL EXPANSION HELP MODEL RESULTS AND INPUT PARAMETERS FOR CLOSED CONDITIONS IS 437,920 FT3/YR. THE AREAS LISTED ABOVE HAVE A TOTAL FOOTPRINT OF 152.74 ACRES. THEREFORE, THIS WORKS OUT TO BE 2,867 FT3/ACRE/YR = 21,439 GAL/ACRE/YR = ~59 GAL/ACRE/DAY. (3,275,870 GAL./YR.))

OFFICIALLY CLOSED AREAS

11. If any areas of the landfill have been officially closed, list the following information.

Area NOBLE HILL	consisting of 12.16	acres received official closure 4/18/06	, 18	years post-closure.
Area	consisting of	acres received official closure	,	years post-closure.
Area	consisting of	acres received official closure	,	years post-closure.
Area	consisting of	acres received official closure	,	years post-closure.
Area	consisting of	acres received official closure	,	years post-closure.

CLOSURE COSTS

Final Cover System

Subtitle D (Composite cover) 32.87 acres x $ 78200 per acre = $ 2,570,491.35
(From Table One)

Non – Subtitle D (soil cover) 107.71 acres x $ 43590 per acre = $ 4,694,980.35
(From Table One)

Gas Control System

Active extraction system (Complete Form A and write the amount in the right column.) $ 47,553.74

Passive gas venting system (Complete Form B and write the amount in the right column.) $ 0.00

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

Other Critical Design Features STORM WATER STRUCTURES FOR CLOSED PHASE OF NOBLE HILL

Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations. $ 24,087.00

Total Closure Cost (sum of all lines) (2004 Dollars) **$** 7,337,112.44

*** Inflation Update**
Adjust amount from 2004 dollars to present value.

124.916 ÷ 78.824= 1.5847

Total closure cost 2004 dollars $ 7,337,112.44 x current Implicit Price Deflator * /*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD

$ 11,627,122.08

POST-CLOSURE COSTS

Inseparable Annual Costs

Annual landfill inspection and reporting			$	1,000
Gas monitoring and reporting			$	4,450
Annual groundwater sampling and analysis cost.		16 wells x 2,000 =	$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			$	13,700
■ Leachate system maintenance (Check if applicable and write this amount in the space provided.)	$3,100		$	3,100.00
■ Leachate testing (Check if applicable and write this amount in the space provided.)	$2,250		$	2,250.00
■ Active gas extraction system maintenance and utilities (Check if applicable and write this amount in the space provided.)	$17,600		$	17,600.00
☐ Passive gas system maintenance (Check if applicable and write this amount in the space provided.)	$1,600		$	0.00

Separable Annual Costs

Cap repair and maintenance	3,275,870 GAL/YR X $0.00549/GAL	152.74 acres x $278 (From Table One) =	$	42,461.30
■ Leachate treatment (check if applicable)	acres x	x (Cost per gallon) (Gal/Acre/Year) =	$	17,984.53
☐ Leachate hauling (check if applicable)		acres x x $0.05 = (Gal/Acre/Year)	$	0.00

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. $ 0.00

Total Annual Post- Closure Cost (2004 Dollars) $134,545.83

Adjust for Inflation

Adjust Amount for 2004 dollars to present value

Annual closure cost 2004 Dollars $134,545.83 x current Implicit Price Deflator*/* Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = $ 124.916 ÷ 78.824 = 1.5847

Sum of all annual post – closure costs $ 213,214.77

(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years $ 6,396,443.13

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

FORM A – ACTIVE GAS SYSTEM WORKSHEET

Complete this form only if you checked boxes 7a, 7b or 7c of the Closure Post-Closure Cost Worksheet.

GAS EXTRACTION SYSTEM INSTALLATION

1. DRILLING, CASING, SCREEN

5 # wells x 50.0 (AVG. DEPTH) ft x $79 / ft = $ 19,750.00

2. VALVES, FITTINGS AND SEALS

5 # wells x $721 each = $ 3,605.00

3. CONDENSATE HEADER

0.0 total linear feet of condensate header pipe $5.40 / ft = $ 0.00

4. GAS HEADER

900.0 total linear feet of gas header pipe x $21 / ft = $ 18,900.00

5. CONDENSATE KNOCKOUT

0 # condensate knockouts x $3,760 = $ 0.00

6. BLOWER AND FLARE SYSTEM

6a 0 # 2100 CFM candlestick blower/flare systems x $87,300 = $ 0.00

6b 0 # 3000 CFM candlestick blower/flare systems x $123,600 = $ 0.00

6c 0 # 1600 CFM enclosed blower/flare systems x $175,800 = $ 0.00

6d 0 # 2600 CFM enclosed blower/flare systems x 212,500 = $ 0.00

6e blower/flare installation cost $ 0.00

7. TOTAL EXTRACTION SYSTEM INSTALLATION COST

(sum lines 1 through 6e) $ 42,255.00

PROFESSIONAL SERVICES

8. DESIGN ENGINEER

Total from line 7 x 6.0% = $ 2,535.30

9. FIELD SERVICES

Total from line 7 x 3.7% = $ 1,563.44

10. FINAL REPORT

$ 1,200.00

11. TOTAL PROFESSIONAL SERVICES

(sum lines 8, 9 and 10) $ 5,298.74

TOTAL GAS EXTRACTION SYSTEM COST

(sum of lines 7 and 11) $ 47,553.74

MO 780-1881 (4-04)

Implicit Price Deflator Table

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2017=100] Seasonally adjusted

Last Revised on: July 25, 2024 - Next Release Date August 29, 2024

Line		2004 Q1	2004 Q2	2004 Q3	2004 Q4	2005 Q1	2005 Q2	2005 Q3	2005 Q4	2006 Q1	2006 Q2	2006 Q3	2006 Q4
1	**Gross domestic product**	**78.193**	**78.824**	**79.324**	**79.939**	**80.578**	**81.158**	**81.898**	**82.571**	**83.156**	**83.882**	**84.468**	**84.770**
2	**Personal consumption expenditures**	**79.056**	**79.587**	**79.979**	**80.662**	**81.131**	**81.644**	**82.526**	**83.184**	**83.617**	**84.352**	**84.959**	**84.818**
3	Goods	93.604	94.127	94.196	95.289	95.117	95.464	97.050	97.151	97.075	97.821	98.391	96.700
4	Durable goods	127.196	127.072	126.092	126.262	125.994	125.818	124.911	124.621	124.097	123.521	122.972	122.191
5	Nondurable goods	80.042	80.797	81.259	82.694	82.556	83.100	85.661	85.912	86.007	87.267	88.277	86.239
6	Services	72.732	73.265	73.791	74.299	75.041	75.625	76.203	77.100	77.753	78.482	79.106	79.638
7	**Gross private domestic investment**	**86.226**	**87.107**	**87.858**	**88.733**	**89.774**	**90.606**	**91.404**	**92.577**	**93.464**	**93.988**	**94.353**	**94.932**
8	Fixed investment	85.358	86.265	86.995	87.860	88.790	89.655	90.673	91.707	92.572	93.152	93.645	94.359
9	Nonresidential	90.716	91.257	91.486	92.123	92.975	93.569	93.904	94.633	95.218	95.689	96.279	97.033
10	Structures	59.001	60.320	61.948	63.790	65.655	67.376	69.788	72.541	74.418	76.269	77.659	79.661
11	Equipment	108.032	108.428	107.834	108.028	108.532	108.418	107.460	106.974	106.735	106.454	106.803	107.035
12	Intellectual property products	95.788	95.647	95.533	95.494	95.750	96.175	96.271	96.721	97.185	97.321	97.387	97.579
13	Residential	70.987	72.407	73.873	75.032	76.004	77.236	79.277	80.759	82.074	82.841	83.143	83.739
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	**Net exports of goods and services**	**---**	**---**	**---**	**---**	**---**	**---**	**---**	**---**	**---**	**---**	**---**	**---**
16	Exports	84.647	85.578	86.024	86.966	87.950	88.518	89.044	89.582	90.120	91.344	92.443	92.452
17	Goods	90.246	91.383	91.729	92.631	93.655	94.246	94.556	95.166	95.677	97.009	98.289	98.288
18	Services	74.368	74.904	75.551	76.579	77.492	78.021	78.989	79.386	79.987	81.007	81.749	81.779
19	Imports	86.696	87.733	88.718	90.905	91.689	92.653	94.493	96.101	96.315	97.486	98.444	97.306
20	Goods	88.737	90.085	91.095	93.371	94.117	95.340	97.499	99.447	99.539	100.661	101.657	100.162
21	Services	78.428	78.103	78.988	80.801	81.771	81.572	81.981	82.068	82.846	84.252	85.043	85.481
22	**Government consumption expenditures and gross investment**	**71.606**	**72.480**	**73.457**	**74.515**	**75.306**	**76.161**	**77.218**	**78.209**	**78.808**	**79.767**	**80.493**	**81.176**
23	Federal	77.399	78.072	78.788	79.555	80.602	81.330	82.180	82.772	83.472	84.054	84.675	85.110
24	National defense	77.903	78.498	79.280	80.154	81.293	82.079	83.083	83.791	84.462	85.146	85.868	86.335
25	Nondefense	76.710	77.522	78.125	78.707	79.598	80.226	80.806	81.199	81.951	82.358	82.807	83.187
26	State and local	68.132	69.110	70.226	71.441	72.087	73.010	74.179	75.389	75.926	77.099	77.881	78.703
	Addendum:												
27	Gross national product	78.214	78.845	79.346	79.962	80.600	81.181	81.922	82.596	83.181	83.907	84.493	84.795

Line		2022 Q1	2022 Q2	2022 Q3	2022 Q4	2023 Q1	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2
1	**Gross domestic product**	**115.135**	**117.671**	**118.962**	**120.093**	**121.261**	**121.766**	**122.762**	**123.271**	**124.212**	**124.916**
2	**Personal consumption expenditures**	**113.574**	**115.568**	**116.902**	**118.098**	**119.309**	**120.044**	**120.814**	**121.350**	**122.371**	**123.166**
3	Goods	111.145	113.795	114.617	114.643	114.844	114.911	115.163	114.759	114.607	114.797
4	Durable goods	108.072	108.435	109.214	108.764	108.521	108.547	107.332	106.380	106.253	105.559
5	Nondurable goods	112.754	116.745	117.591	117.899	118.366	118.457	119.600	119.531	119.365	120.092
6	Services	114.572	116.205	117.809	119.624	121.370	122.461	123.506	124.545	126.188	127.300
7	**Gross private domestic investment**	**112.891**	**115.431**	**117.389**	**118.176**	**119.228**	**119.087**	**119.557**	**120.292**	**120.593**	**121.105**
8	Fixed investment	113.626	116.227	118.098	119.140	120.384	120.370	120.890	121.620	122.044	122.588
9	Nonresidential	107.135	109.070	110.673	111.545	113.278	113.334	113.581	114.138	114.653	115.058
10	Structures	120.356	124.898	129.638	131.830	134.127	134.429	133.634	134.331	134.209	134.288
11	Equipment	103.584	105.640	107.073	108.610	110.700	110.381	111.009	111.418	112.549	112.983
12	Intellectual property products	104.286	104.992	105.446	105.158	106.326	106.610	106.985	107.609	107.882	108.409
13	Residential	136.374	141.401	144.306	146.043	145.102	144.779	146.487	147.944	147.949	149.068
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---
15	**Net exports of goods and services**	---	---	---	---	---	---	---	---	---	---
16	Exports	120.539	126.104	123.075	121.326	121.359	120.169	121.362	120.703	121.540	122.243
17	Goods	122.478	129.886	125.159	121.694	120.799	118.816	120.088	119.030	119.313	119.815
18	Services	115.923	117.610	118.141	120.013	122.021	122.504	123.531	123.706	125.691	126.806
19	Imports	112.364	115.284	114.025	112.795	112.426	111.052	111.145	111.275	112.044	112.781
20	Goods	112.147	115.147	113.368	111.429	110.763	109.048	109.240	109.426	109.908	110.619
21	Services	112.903	115.420	116.629	118.687	119.701	119.938	119.550	119.411	121.551	122.411
22	**Government consumption expenditures and gross investment**	**118.109**	**121.271**	**122.113**	**123.086**	**123.548**	**123.221**	**124.756**	**125.336**	**126.554**	**127.130**
23	Federal	112.726	114.600	115.953	117.119	118.311	118.917	120.081	121.252	122.484	123.070
24	National defense	113.494	115.983	116.800	117.838	118.805	119.356	120.596	121.991	123.238	123.818
25	Nondefense	111.749	112.827	114.876	116.207	117.684	118.359	119.428	120.314	121.529	122.121
26	State and local	121.503	125.482	126.005	126.858	126.855	125.936	127.707	127.913	129.121	129.691
	Addendum:										
27	Gross national product	115.050	117.582	118.872	120.002	121.168	121.673	122.668	123.177	124.117	---

Waste Water Treatment Costs Memorandums

INTEROFFICE MEMORANDUM

TO: DAN JESSEN

FROM: LIZ MACK

SUBJECT: LANDFILL LEACHATE TREATMENT, 04/01/2024-06/30/2024

DATE: 07/26/2024

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from April 1st, 2024, through June 30th, 2024.

April 01, 2024 – June 30th, 2024 (4th Qtr. 2024 Fiscal Year) **9,398,700 Gallons**

9,398,700 Gallons/748 = 12565 CCF

12565 CCF x $ 2.79 = **$ 35,056.35**

$ 35,056.35 is requested to be transferred to:

Fund 53010

Dept 08

Org 31010

Acct 413030

LEACHATE TREATMENT RATE = $35,056.35 ÷ 9,398,700 GALLONS = $0.00373/GALLON

INTEROFFICE MEMORANDUM

TO: DAN JESSEN

FROM: HEATHER HOGGARD HH

SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2023 – 06/30/2024

DATE: 08/02/23

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2023 through June 30, 2024.

2023 Fiscal Year	**SIU Charge-**	**$ 4,791.00**
	Lab Costs-	**985.00**
	Total	**$ 5,776.00**

$ 5,776.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 31210

Acct 412030

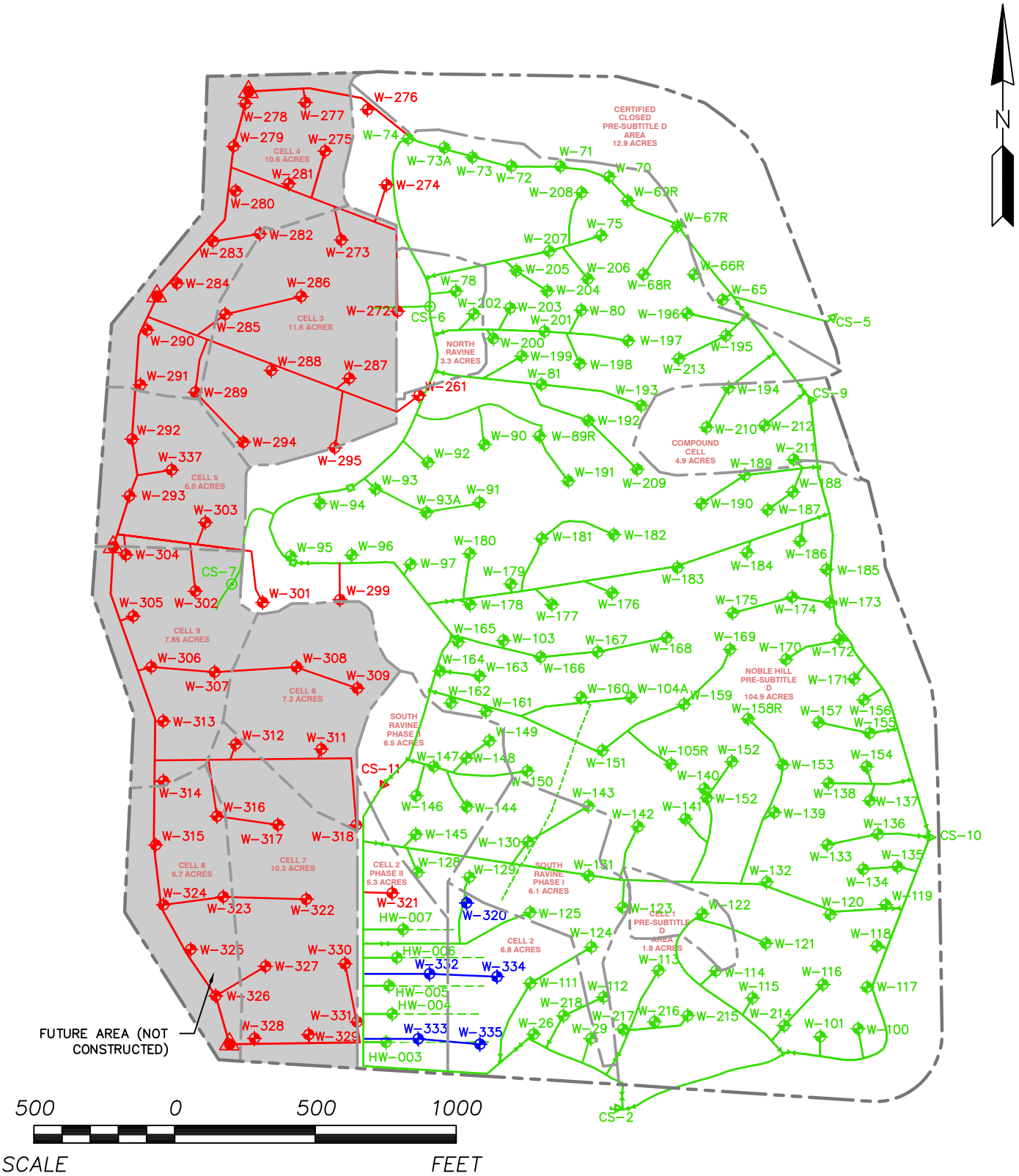
SIU & LAB COSTS = $5,776
ANNUAL GALLONS OF LEACHATE EXPECTED DURING CLOSURE = 3,275,870 GALLONS
SIU & LAB COSTS RATE = $5,776 ÷ 3,275,870 GALLONS = $0.00176/GALLON

TOTAL LEACHATE TREATMENT RATE = $0.00373 + $0.00176 = $0.00549/GALLON

Clean Water Operations
755 N Franklin Ave. • Springfield, Missouri 65802-4121
(417) 864-1544 • www.springfieldmo.gov

CITY OF Springfield ENVIRONMENTAL SERVICES

Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill



NOTE:

1. EXISTING GCCS COMPONENTS ARE SHOWN IN GREEN.
2. PROPOSED PERMITTED GCCS COMPONENTS ARE SHOWN IN RED.
3. BLUE LINES INDICATE NEW GAS PIPELINES.
4. BLUE WELL LABELS INDICATE ADDITIONAL WELL INSTALLS NEEDED IF THE LANDFILL WAS CLOSED OUT IN EXISTING CONDITION.

SCS ENGINEERS

8575 W 110TH STREET, SUITE 100
OVERLAND PARK, KANSAS 66210
PH. (913) 681-0030 FAX. (913) 681-0012

PROPOSED ACTIVE GCCS COMPONENTS NECESSARY TO CLOSE LANDFILL

NOBLE HILL SANITARY LANDFILL

SPRINGFIELD, MO

CHK. BY: PKM	DWN. BY: AMP	DSN. BY: BHC	PROJ. NO. 27221318.32
PROJ. MGR: BHC	DATE: 8/5/24	CADD FILE: NHSLF 2024 FAI GCCS FIGURE.DWG	DRAWING NO. 1

\\kan-fs01\PROJECT\27221318.32\Data and Calculations\FAI\NHSLF 2024 FAI GCCS Figure.dwg; Aug 05, 2024 - 5:14pm; Layout Name: Layout1; By: 4336p_m

EXPLANATION TO COUNCIL BILL 2025-111 (HARDINGER)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the Fiscal Year 2024-2025 budget for the Department of Environmental Services in the amount of $135,000 to appropriate retained earnings from the Solid Waste Fund to acquire one parcel of property adjacent to the Springfield Noble Hill Sanitary landfill; and authorizing the City Manager, or designee, to enter into a contract for said property acquisition.

PURPOSE: To approve acquisition of one parcel of property adjacent to the Springfield Noble Hill Sanitary Landfill ("Landfill") for use as buffer land, and to authorize the City Manager or their designee, to enter into a contract and do all things necessary for said property acquisition.

BACKGROUND INFORMATION: The Springfield Noble Hill Sanitary Landfill is a key component of the City's solid waste infrastructure. To reduce potential impacts on neighboring properties and secure adequate land for future operational needs, the City has identified the value of establishing buffer land around the landfill. The Department of Environmental Services has developed a "Landfill Acquisition Area" to guide strategic property acquisitions for this purpose.

A parcel located at West Farm Road 34 (Parcel #0328400006), which lies within the Landfill Acquisition Area and directly adjoins the landfill property, was recently listed for sale by its owner. The City initiated discussions and successfully negotiated a proposed purchase agreement for the property, contingent upon City Council approval.

Funding for the acquisition has been included in the City's Capital Improvement Program for several years as Project Number 17-0105.

The property address is parcel #0328400006, W Farm Road 34, located in Greene County and more particularly described at the South ¼ of the Southwest ¼ of the Southeast ¼ of Section 28, Township 31N, Range 22W, all in Greene County, Missouri and containing 10.00 acres more or less.

The property is being acquired for $120,000 and, at this time, is not proposed to be used for solid waste disposal purposes and will be retained as buffer land.

REMARKS: The Department of Environmental Services recommends approval 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 5/14/2025

Attachments:
1. Landfill Property acquisition and Budget Adjustment _ Ord
2. Landfill Buffer Acquisition Map_ExhA
3. Landfill Buffer Acquisition Contract_ExhB

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 05-13-25

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-111 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fiscal Year 2024-2025 budget for the Department of Environmental Services in the amount of $135,000 to appropriate retained earnings from the Solid Waste Fund to acquire one parcel of property adjacent to the Springfield Noble Hill Sanitary landfill; and authorizing the City Manager, or designee, to enter into a contract for said property acquisition.

WHEREAS, the City of Springfield, Missouri, (the "City") has previously determined that, where feasible, the establishment of buffer land between the Springfield Noble Hill Sanitary Landfill (hereinafter the "Landfill") and adjacent private property is desirable in order to minimize potential impacts of landfill operations on neighboring properties and to ensure sufficient land for future landfill operations; and

WHEREAS, for this purpose, the Department of Environmental Services has established a "Landfill Acquisition Area," as shown in "Exhibit A", which represents, based on current information, the desired ultimate property acquisition area to provide a buffer around the Landfill; and

WHEREAS, property located within the Landfill Acquisition Area, identified as Parcel #0328400006, located on West Farm Road 34 and adjacent to the Landfill, was listed for sale by the owner, and the City subsequently initiated discussions and negotiated a proposed agreement for its acquisition, contingent upon approval by City Council; and

WHEREAS, the funding for the acquisition of this property has been included in the City's Capital Improvement Program for several years as Project Number 17-0105; and

WHEREAS, an amendment to the budget of the Department of Environmental Services, for Fiscal Year 2024-2025, has been reviewed and recommended by the City Manager.

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 enter into a contract with Jay Helm for the purchase of property known as parcel #0328400006, West Farm Road 34, in Greene County, Missouri, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as “Exhibit B.”, and is further authorized to take such other actions as may be necessary to carry out the intent of the land acquisition and cause the contingencies to be performed on behalf of the City.

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

Passed at meeting: _____

_____
Mayor

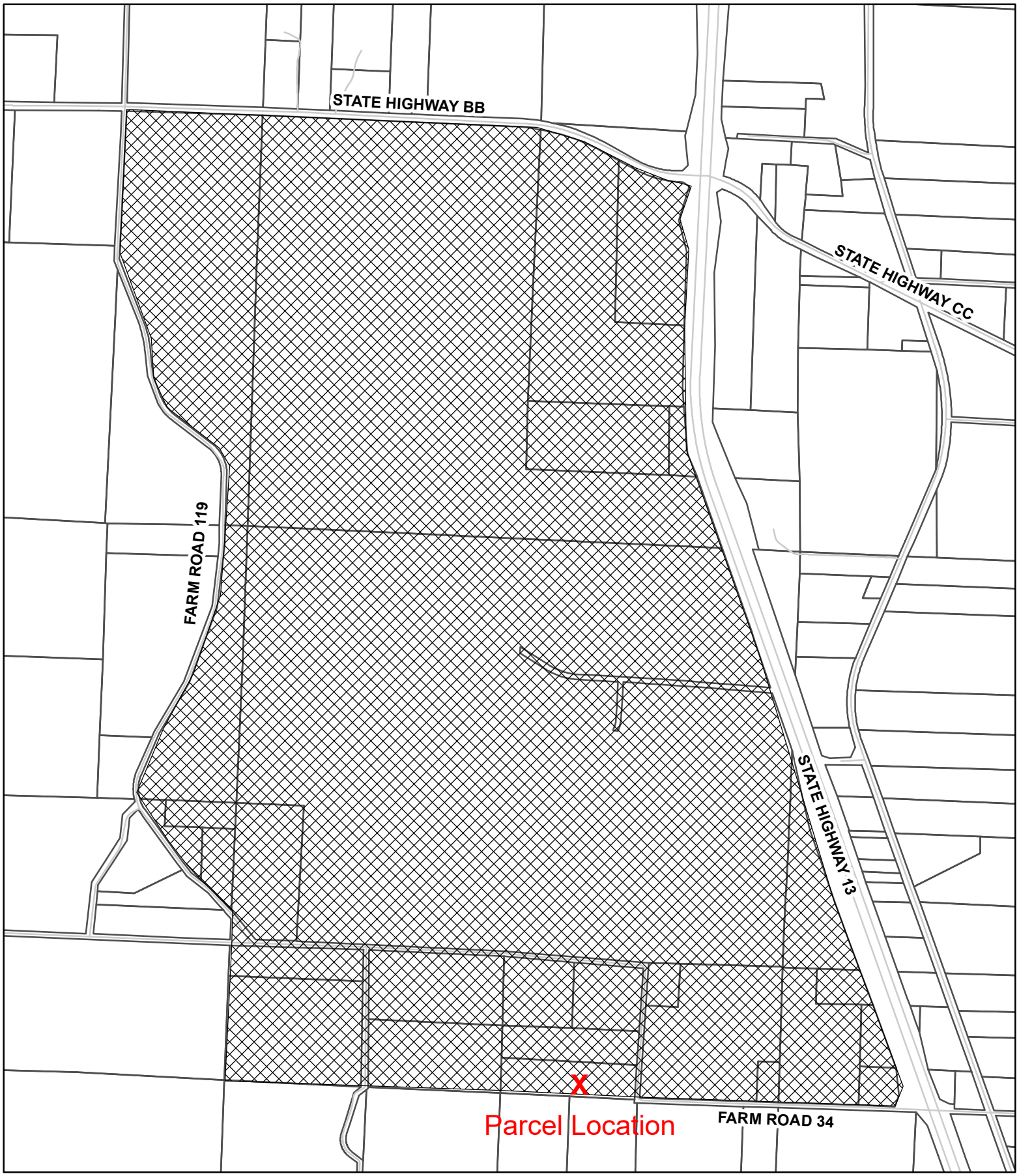
Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, Interim City Manager

EXHIBIT A - LANDFILL ACQUISITION AREA



0 300 600 1,200 Feet

6-24-2013

N

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	

CITY	SELLER(S)
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES DEPT: PUBLIC WORKS	Name(s): **Jay Helm** Address: **4041 W. Farm Road 38** **Willard, MO 65781** Phone: **(417) 840-1350** E-Mail: jth.helmfarms@gmail.com Attention: **Jay Helm** SSN/Federal Tax ID Number:

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES**. This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.

2. **PURPOSE**. The Environmental Services Department of the City is acquiring properties as they become available for the improvement of city facilities and long-term operations of the Nobel Hill Landfill, hereinafter referred to as "Project," in an area located in Greene County, Missouri; and

3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements, restrictions, and other items described on the title commitment waived by Buyer, the real property located in the **4000 Block of West Farm Road 34 (88- 03-28-400-006)** Greene County, State of Missouri, more particularly described as follows:

TEN (10) ACRES, MORE OR LESS, BEING THE SOUTH ONE FOURTH (S1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) IN SECTION 28, TOWNSHIP 31, RANGE 22, GREENE COUNTY, MISSOURI.

together with all attached improvements located on the property, all of which is hereafter referred to as the "Property" in this Contract.

4. **PURCHASE.** The City agrees to buy, and the Seller agrees to sell the Property upon the terms and conditions as follows:

a. **Price**. The City agrees to pay the amount of **One Hundred Twenty Thousand and No/100 Dollars ($120,000.00)** for the Property, payable in cash or certified check.

In further consideration, City agrees to:

i. Equally share (50/50) with Seller the cost of a fence upgrade, up to a maximum amount of $2,462.50, along the north edge of Seller's revised property line and the south edge of Buyer's acquired property line, pursuant to the diagram and quote attached here to as Exhibit 1; and

ii. Leave the Property in its natural habitat, with no development and limited or no grazing, for five (5) years from the date of the contract or Sellers' and his children's alienation of the Property, whichever occurs first, without mutual assent of both parties.

b. **Contingencies**. This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller **if**:

DRAFT 04.24.25

(1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.

(2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.

(3) The project authorizing this improvement has not been approved by the City Council of the City of Springfield.

(4) The title insurance commitment referred to in paragraph 8 of this agreement shall fail to show merchantable title in Seller or shall contain exceptions unacceptable to City.

(5) The City does not have appropriated unencumbered funds necessary to purchase the property.

(6) Other Contingencies: None

(7) **Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.**

5. **SELLER'S REPRESENTATIONS**. Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

(A) SELLER(S)' RELEASE OF CLAIMS. As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION (flood prone area), effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees, and Missouri Highway and Transportation Commission, its officials, agents and employees, from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to the Property, or any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the Property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees and Missouri Highway and Transportation Commission, its officials, agents and employees, with respect to any such occurrences.

6. **ADDITIONAL TERMS AND CONDITIONS**.

a. Seller(s) to maintain property until closing.

b. All closing cost will be paid by the buyer (City).

c. Any and all real estate sales commissions will be paid by the seller.

The following Exhibits as referenced in this Contract, are attached, and incorporated herein at the time of acceptance:

Exhibit 2 – Commitment Number – TITLE-2025-3007555

Exhibit 3 – Greene County Assessor's Parcel Map – 88-03-28-400-006

7. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **30th day of June, 2025**, (the Closing Date), unless otherwise agreed to in writing.

b. The City shall take possession of the Property at the time of closing.

c. The purchase price, minus any liens (if any), shall be payable in cash or equivalent at Closing.

8. **CLOSING PROCEDURES**. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 1334 E. Republic St., Springfield, Missouri 65804.**

DRAFT 3/4/25

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring Title Insurance Company for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

12. **REMEDIES UPON DEFAULT.**

In General. Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

13. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

14. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

15. **NOTICE.** 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 Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which 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;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., Springfield, Missouri 65802.**

c. It shall be sufficient if notices sent to the Seller are addressed to **Jay Helm, 4041 W. Farm Road 38, Willard, MO 65781**.

16. **HEADINGS.** The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

17. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

18. **VENUE AND 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 adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

19. **ENTIRE CONTRACT.** This Contract contains the entire Contract 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.

DRAFT 04.2.25

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or his/her designee Date

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

RECOMMENDED BY

_____
Director of Environmental Services or Acting Director

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER(S):

Jay Helm

Signature: _____
Jay Helm Date

DRAFT 04.24.25

EXPLANATION TO COUNCIL BILL 2025-112 (HARDINGER)

FILED: 05/12/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing a budget adjustment amending the budget of the Tourism/Convention Fund for Fiscal Year 2024-2025 in the amount of $250,000 to appropriate reserves from the Tourism/Convention Fund for the purpose of assessing various projects to attract travel and tourism.

PURPOSE: To amend the budget of the Tourism/Convention Fund (the City's hotel, motel, and tourist courts tax fund) for Fiscal Year 2024-2025 in the amount of $250,000 to appropriate reserves from the Tourism/Convention Fund for the purpose of assessing various projects to attract travel and tourism.

BACKGROUND INFORMATION: The Tourism/Convention Fund (the City's hotel, motel, and tourist courts tax fund) has accumulated sufficient fund balance over the past several years and the City wishes to amend the budget to provide additional one-time funds totaling $250,000 for the purpose of assessing various projects to attract travel and tourism activity.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/14/2025

Attachments:
1. Hotel Motel Tax Budget Adjustment
2. 071 Other Professional Services Initial Assessment from Fund Balance

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 05-13-25

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-112 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a budget adjustment amending the budget of the Tourism/Convention Fund for Fiscal Year 2024-2025 in the amount of $250,000 to appropriate reserves from the Tourism/Convention Fund for the purpose of assessing various projects to attract travel and tourism.

_____

WHEREAS, the City's Tourism/Convention Fund, otherwise known as the City's Hotel, Motel, and Tourist Courts Tax Fund, has accumulated a sufficient balance over the past several years; and

WHEREAS, the City of Springfield, Missouri, (the "City") desires to assess various potential projects to attract travel and tourism activity to the City of Springfield; and

WHEREAS, City Council desires to amend the budget to provide one-time funding for such assessments from reserve funds in the Tourism/Convention Fund; and

WHEREAS, the City wishes to amend the budget for Fiscal Year 2024-2025 to appropriate $250,000 in Tourism/Convention Fund reserve funds and to provide for up to $250,000 in costs expected to be incurred, as set forth in "Exhibit A," Budget Adjustment 071.

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

Section 1 – The budget of the City of Springfield, Missouri, for Fiscal Year 2024-2025, is hereby amended in the accounts and amounts shown on Budget Adjustment No. 071, which is attached hereto as "Exhibit A" and incorporated herein by reference.

Section 2 – City Council hereby directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29250	09	14120	504580	000000	00000	$ 250,000	Other Professional Services
Net Expenditure Adjustment						$ 250,000	

Fund Balance Appropriation:

Fund		Title	Amount
29250			(250,000)

Explanation: To amend the FY2025-26 budget by appropriating fund balance from JVP Tourism Tax Fund for the initial assessment of Jordan Valley Park.

Requested By:

5-14-2025

Department Head Date

Approved By:

5-14-2025

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-112
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-113 (HARDINGER)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A general ordinance amending the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Section 98-211 'Advertisement for bids,' to update requirements for advertising for bids on public improvements.

PURPOSE: Authorizing the City Manager, or designee, to advertise all public works projects for bid electronically, thereby removing the requirement for advertisement in a daily printed newspaper.

BACKGROUND INFORMATION: Section 98-211 of the Springfield City Code currently requires the advertisement of public works projects for bid to be published in a daily newspaper printed within the City for five (5) consecutive days.

Local media have transitioned predominantly to electronic formats, thereby limiting the City's ability to comply with the existing advertisement requirements.

The City seeks to modernize its formal procurement processes to align with advertising platforms that are commonly used in the industry including but not limited to:

- Distribution with local and national partner agencies such as the Association of General Contractors, Springfield Contractors Association, and the Missouri Department of Transportation;
- Bidding Services such as Demand Star which is utilized by the City's Purchasing Department;
- Media sources provided by local news outlets;
- Any other electronic platforms deemed necessary and appropriate.

Supports the following City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality

REMARKS: This bill will not lead to additional costs for advertising of project bids. Public Works recommends approval of this council bill.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/14/2025

Attachments: 1. Section 98-211 Text Amendment (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 05-13-25

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-113 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Section 98-211 'Advertisement for bids,' to update requirements for advertising for bids on public improvements.

_____

WHEREAS, Section 98-211 of City Code currently requires all plans and specifications for public works to be advertised in a daily newspaper printed in the city for five consecutive issues; and

WHEREAS, the purpose of advertising for bids on public works projects is to maximize the number of potential bidders to increase the competitiveness of bids, and help ensure the City receives the best value on its projects; and

WHEREAS, state and federal regulations allow advertising for bids online, subject to approval by the relevant state or federal agencies; and

WHEREAS, the City already utilizes its own website, the Missouri Department of Transportation's website, and online services such as DemandStar to advertise for bids on a state- and nationwide basis; and

WHEREAS, advertising for bids online will reach more potential bidders, will make bid information more readily accessible to potential bidders, and result in a more open, competitive, and user-friendly process.

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

Section 1 – the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Section 98-211 'Advertisement for bids,' is hereby amended as follows:

(NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.)

Sec. 98-211. – Advertisement for bids.

The city manager shall publicly advertise for all public improvements~~works~~ according to plans and specifications therefor~~,~~ by publication on a website operated by the city.~~by publication in some daily newspaper printed in the city for five consecutive issues.~~ Such advertisement shall state the improvements to be made, the time and place of receiving bids, the official from whom additional information can be obtained, and the right of the city council to reject any or all bids or to award the contract to the lowest responsible responsive bidder. Advertisements for public improvements to be paid for in whole or in part by special tax bills or special assessments shall be published in some daily newspaper printed in the city for five consecutive issues in addition to any other method used.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, 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, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

EXPLANATION TO COUNCIL BILL 2025-114 (CARROLL)

FILED: 04/30/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an OzarksTraffic CCTV Access Agreement with the Missouri Highways and Transportation Commission and the Board of Governors for Missouri State University, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by the Missouri Department of Transportation and the City of Springfield, Missouri, throughout the regional roadway network.

PURPOSE: The purpose of this bill is to authorize the City Manager, or their designee, to enter into an agreement with the Missouri Highways and Transportation Commission and Missouri State University ("MSU") to grant access to video from closed-circuit television ("CCTV") traffic monitoring cameras owned and operated by the Missouri Department of Transportation ("MoDOT") and the City of Springfield. These cameras are located throughout the regional roadway network and are intended to support the delivery of real-time travel information.

BACKGROUND INFORMATION: Under the terms of this agreement, the City and MoDOT will provide MSU with a web-based user account that enables access to live traffic video feeds through the Transportation Management Center's video distribution software. The agreement strictly limits the use of these video feeds to travel-related information for the public. It prohibits MSU from selling or charging fees for the video; systematically recording the video for any purpose other than traffic reporting; misrepresenting the timing or source of the video; misrepresenting the availability of video to third parties; placing streaming video on websites; or displaying footage of accident victims or close-ups of emergency response activities.

The agreement also requires that the OzarksTraffic logo remain visible on all distributed video and that MSU verbally acknowledges the source each time video is used on air, referring to it as "OzarksTraffic cameras" or "OzarksTraffic cameras brought to you by, or courtesy of, MoDOT and the City of Springfield."

Supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety.

REMARKS: This agreement demonstrates the continued collaboration between the City of Springfield and MoDOT to improve regional traveler information by working with local organizations. There is no financial commitment required from any of the parties involved. The access provided to MSU is non-exclusive, and both the City and MoDOT reserve the right to offer similar access to other media organizations through separate agreements. The Department of Public Works recommends approval of this Council Bill.

Submitted By: Eric Claussen, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/7/2025

Attachments:
1. OzarksTraffic Video Sharing Agreement_ord
2. OzarksTraffic Video Sharing Agreement_MSU_Exh1

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 05-13-25

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-114 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an OzarksTraffic CCTV Access Agreement with the Missouri Highways and Transportation Commission and the Board of Governors for Missouri State University, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by the Missouri Department of Transportation and the City of Springfield, Missouri, throughout the regional roadway network.

_____

WHEREAS, the City of Springfield, Missouri, (the"City") and the Missouri Highways and Transportation Commission ("MHTC") desire to enter into an agreement to share video from the closed-circuit television ("CCTV") traffic monitoring cameras with Missouri State University for providing travel information.

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

Section 1 – City Council hereby authorizes the City Manager, or designee, to enter into an agreement with the Missouri Highways and Transportation Commission ("MHTC") and Missouri State University that substantially conforms with the OzarksTraffic CCTV Agreement, attached hereto and incorporated herein by reference as "Exhibit 1", and to do those things necessary to carry out the intent of the Agreement.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 03/24 (TLP)
Modified:

MoDOT District: *SW District*
MoDOT Agreement Administrator: *Marc Lewis*
eAgreement No.: *2025-04-86985*

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD
OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and Missouri State University, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken a regional Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC and City as engaged in the Transportation Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the TMC and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed-circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, Missouri. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any particular camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

(1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
(2) Duplicate or reproduce the CCTV in any manner for any cost or fee, except for the purpose of providing entire taped news broadcasts.
(3) Systematically record CCTV for purposes other than traffic reports.

(4) Misrepresent the timing and source of the CCTV.
(5) Misrepresent the availability of the CCTV to others.
(6) Place streaming or captured CCTV images on websites.
(7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV.

(5) INSTALLATION OF EQUIPMENT AT SCOUT TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with Scout. If any equipment is installed by the Company that interferes or disrupts Scout or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency situation arises in which the Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily be identified.

(G) The Company shall not be allowed to enter into the TMC to maintain the equipment at times other than the regular operating hours of MHTC, SW District.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: To the extent allowed or imposed by law, the Company shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Company's wrongful or negligent performance of its obligations under this Agreement.

(8) INSURANCE:

(A) The Company is required or will require any contractor procured by the Company to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(10) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(11) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A)

Dr. Leonard B. Horton, III
Assistant Professor of Journalism
Reynolds College of Arts, Social Sciences, and Humanities
Missouri State University
901 S. National Avenue, Craig Hall 382
Springfield, Missouri 65897
Email: Leonardhorton@missouristate.edu

(B)

TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

or to such other place as the Parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(12) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of OzarksTraffic.

(13) LAWS TO GOVERN: For any action brought against the, City, and employee(s), counsel, or agent of City in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern, and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern, and the Agreement shall be construed according to the laws of the State of Missouri.

(14) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(15) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by the MHTC to suit in the court of the State of Kansas or a waiver of its sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) DISPUTES: Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(19) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(20) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(21) DURATION:

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2) years from the date of execution of this Agreement. This Agreement may be renewed for two additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1 and 2 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1 and 2, OzarksTraffic will send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company’s access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(22) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(23) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any

reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Company this _____(date).

Executed by City this _____(date).

Executed by Commission this _____(date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By:_____

Title: _____

ATTEST:

By: _____
Secretary to the Commission

APPROVED AS TO FORM:

By: _____
Commission Counsel

MISSOURI STATE UNIVSERSITY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CITY OF SPRINGFIELD

_____
Deputy City Manager

_____
Contract Paralegal

ATTEST:

_____
Approved as to Form:

_____
City Clerk

_____
Assistant City Attorney

_____
Director of Finance

Ordinance No._____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
3. OzarksTraffic shall not be responsible for damage caused to Company's equipment by any acts of nature.
4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

Building Installation Requirements

1. No welding on any portion of building will be allowed.
2. No drilling of holes on any structural component of the building will be allowed.
3. All cabling shall be run through a steel conduit.
4. All cables and conduit shall be labeled.
5. All cable plans and paths shall be approved by OzarksTraffic or designated representative.
6. An electrician certified power plan shall be approved by OzarksTraffic or designated representative.
7. Company must use non-RF emitting cable.
8. Company must use existing conduit to access rooftop with cabling.
9. Company must test for interference or conflicts.
10. Equipment racks must be approved by OzarksTraffic or designated representative.
11. Equipment racks shall be located in the designated room in the building.
12. Rooftop equipment shall be confined on the center fin walled area of the building.

Access to Building

1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
2. All work shall be completed during normal working hours or as approved by the designated OzarksTraffic contact person.
3. All work to be done on and around the roof shall be restricted to the pathway designated by OzarksTraffic. The designated pathway is for maintenance and preservation of the roof's structural integrity.

Cost

1. Any damage or additional cost to OzarksTraffic, City and MHTC equipment and/or facilities resulting from the Company shall be reimbursed at no cost to and to the satisfaction of OzarksTraffic, City and MHTC within 30 days.
2. Company will be responsible for any costs that might incur as a result of upgrades, maintenance, or modifications by OzarksTraffic to the system and equipment.

Exhibit 2

As a partner in this program, Company agrees to provide the following service for OzarksTraffic at no charge:

1. Company will use verbal tag line provided by OzarksTraffic, MHTC and City each time OzarksTraffic CCTV is broadcast. OzarksTraffic, MHTC and City will provide a brand logo as part of the CCTV feed. The logo will appear in the upper right-hand corner of the OzarksTraffic feed. The logo cannot be altered, masked or covered in any way. This agreement does not obligate the Company to broadcast the CCTV and does not prohibit other sponsorship logos to be displayed during the traffic reports.

2. Company will broadcast three (3), thirty (:30) second Public Service Announcements (PSAs) per week for a total of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcements for broadcast. Company shall broadcast all PSAs during the hours of 5:30am to 10:30 pm. Monday through Friday. Proof of performance of all PSAs will be required at the end of each month. Company shall provide OzarksTraffic with one copy of an air-check in DVD Format quarterly and grant OzarksTraffic copyright for re-broadcast. Company will broadcast one (1), ten (10) second PSA during each of its weekday morning newscasts for a period of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcement, featuring the OzarksTraffic logo and web site address, for broadcast. Company may partner with OzarksTraffic in being a sponsor in the message upon mutual agreement.

3. Company agrees to provide technical assistance from Company's engineering staff for addressing OzarksTraffic technical issues regarding Company's connectivity to the OzarksTraffic system.

4. Company shall provide a hypertext link using the OzarksTraffic logo on Company web site, if applicable, to the OzarksTraffic homepage.

5. Company shall provide a written annual report to OzarksTraffic for each of its broadcast stations utilizing OzarksTraffic images. The report should include a description of population reach and other demographic information relevant to traffic reports, sponsorships, and traffic reports for OzarksTraffic monitoring of traveler information services.

6. If Company broadcasts radio traffic reports, Company will use verbal tag line provided by OzarksTraffic each time OzarksTraffic is used to gain broadcast information. In addition, Company shall broadcast ten (10), thirty (30) second Public Service Announcements (PSAs) per radio station, per month, to run Best Time Available for six months. Content will be determined by OzarksTraffic or its designated agent. In addition, Company shall provide one (1) OzarksTraffic traffic report sponsorship per day per radio station for six months. Proof of performance of all PSAs and sponsorships will be required at the end of each month.

EXPLANATION TO COUNCIL BILL 2025-115 (SCHRAG)

FILED: 05/14/2025

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with David Cameron for the purpose of employing him as City Manager; 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 David Cameron for the purpose of employing him as City Manager; 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.

BACKGROUND INFORMATION: The City of Springfield, Missouri, has concluded its executive search for a new city manager and desires to appoint David Cameron as the next city manager per Sec. 2.7 of the City Charter. The new city manager's employment will be at-will for an indefinite term pursuant to the terms and conditions of the attached employment agreement. The next city manager's start date will be Monday July 7, 2025.

Submitted By: Jordan Paul, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 5/14/2025

Attachments:
1. CB RE City Manager Employment K 2025
2. Cameron Employment Agreement v.NN 5.7.25 - City 5.13.25

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 05-14-25

Sponsored by: Schrag

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-115 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into an agreement with David Cameron for the purpose of employing him as City Manager; 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.

_____

WHEREAS, the City Council desires to employ David Cameron as the city manager for the City of Springfield, Missouri; and

WHEREAS, David Cameron desires to be employed by the City Council as the city manager for the City of Springfield, Missouri.

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

Section 1 – That the agreement with David Cameron for the purpose of employing him as City Manager, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2 – That the Mayor of the City of Springfield, Missouri, is hereby authorized and directed to execute said agreement by and on behalf of the City of Springfield.

Section 3 – That this Ordinance shall become effective immediately upon its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, Interim City Manager

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made and entered into this _____ day of _____, 2025 ("the Effective Date"), by and between CITY OF SPRINGFIELD, MISSOURI ("the City"), and DAVID CAMERON ("Employee"), and with the City and Employee being referred to collectively as "the Parties."

W I T N E S S E T H:

WHEREAS, the City Council desires to employ David Cameron as the city manager for the City of Springfield, Missouri, pursuant to the City Charter, on the terms and conditions described herein; and

WHEREAS, David Cameron desires to be employed by the City Council as the city manager for the City of Springfield, Missouri, pursuant to the City Charter, on the terms and conditions described herein.

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. **Start Date.** Employee shall begin his employment as city manager on July 7, 2025 ("the Start Date").

3. **Term.** This Agreement is for employment-at-will under Missouri law for a term commencing on the Start 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 Manager 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 l00% of his business hours to the City, except as otherwise provided in this Agreement. Subject to the approval of the City Council, nothing in this Agreement shall preclude Employee from devoting reasonable periods as may be required for outside activities and engagements that do not generate income, will not reflect adversely on the City, do not create a conflict with Employee's duties and responsibilities as City Manager, and are not inconsistent with the City Charter or the mission or purposes of the City, including, but not limited to, such activities as the following: (a) fulfilling speaking engagements; or (b) engaging in charitable and community activities. This paragraph shall not be construed to authorize outside employment.

5. **Performance.** The City Council shall no less than annually review the performance of Employee and designate specific performance goals for Employee. At least one performance review shall occur in the fourth quarter of the City's fiscal year.

6. Residency. Employee shall establish his primary residence within the corporate limits of the City no later than the Start Date and maintain his primary residence therein for the term of this Agreement.

7. Compensation. Beginning on the Start Date, for all services provided to the City by Employee, Employee shall be paid the following compensation:

A. Base Salary. Annual base salary in the amount of $350,000.00 (the "Base Salary"), payable in equal installments not less often than biweekly. The City Council shall annually review Employee's base salary in conjunction with the performance review that occurs in the fourth quarter of the fiscal year and may increase or decrease said salary based on performance, budgetary guidelines, market comparability, or other reasons.

B. Fringe and Welfare Benefits.

i. Automobile Allowance. The City agrees to offer Employee 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 $7,800.00 per year. Employee shall be eligible for travel reimbursement pursuant to City policy.

ii. Paid Leave. The City agrees to offer Employee the following paid leave benefits: (a) as of the Effective Date, Employee shall be deemed to have 20 hours of vacation leave accrued and vested, shall accrue vacation leave at the rate of 80 hours per year in the first year of this contract, and shall accrue vacation leave at the rate of 100 hours per year in the second and subsequent years of this contract (max accrual of 200 hours); (b) as of the Effective Date, Employee shall be deemed to have 24 hours of sick leave accrued and shall accrue sick leave at the rate of 96 hours per year (max accrual of 1,440 hours); (c) Employee shall be provided such other paid leave equal to and on the same terms as that which is provided to full time unclassified employees, including but not limited to holidays, floating holidays, exempt leave, pin day, military leave, jury duty, and funeral leave, including, but not limited to the following per calendar year: 11 holidays, 4 floating holidays, and 40 hours exempt leave; (d) Employee shall receive 120 hours executive leave per calendar year; and (e) Employee shall be eligible to participate in Sick Leave Redemption pursuant to Merit Rule 21.2.1. The Parties acknowledge and agree that Employee shall have no vested benefit in any form of paid leave other than vacation leave.

iii. Insurance. The 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.

iv. Retirement. The City participates in the Missouri Local Government Employees Retirement System ("LAGERS"), specifically L-6. The

City agrees to make 100% of the required contributions on behalf of Employee. In addition to LAGERS, the City agrees to offer Employee with a supplementary Section 457 retirement plan ("457 Plan") equal to and on the same terms as those which are provided to full time unclassified employees. The City agrees to annually contribute $15,600.00 into Employee's 457 Plan account during May of each calendar year; however, in the first year of this contract said contribution shall occur in a month of Employee's choosing so long as such contribution occurs after the Start Date and in calendar year 2025.

v. 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, including any future changes thereto.

8. <u>Job-Related Expenses and Professional Development.</u> The City agrees to pay for Employee's job-related expenses and professional development, subject to annual budget appropriation and City policy.

9. <u>Termination.</u> Notwithstanding anything contrary regarding Employee's employment as City Manager as may be contained within the City Charter or any other source, including Sec. 2.7 of the City Charter, this Agreement may be terminated by the City (by majority vote of the City Council), or by Employee, as follows:

A. By City – Without Cause. This Agreement may be terminated without "Cause" (as defined below) by the City upon 30 days' prior written notice to Employee. In the event of an involuntary termination without Cause, 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, that the City will not diminish Employee's Compensation before the involuntary termination without cause becomes effective as of the expiration of the 30-day notice period.

In the event the City terminates Employee's employment for any reason other than Cause (as defined below) or if Employee resigns from his employment hereunder for Good Reason (as defined below) (any such termination or resignation being hereinafter collectively referred to as an "Involuntary Termination"), Employee shall be entitled to his salary accrued up to and including the date of termination or resignation, any vested benefits, and any unreimbursed authorized expenses (collectively, the "Accrued Benefits"). In addition, in the event of an Involuntary Termination, conditioned on Employee executing a full release of any claims relating to Employee's employment with the City, including the termination of that employment, the City shall pay Employee a one-time lump payment in an amount equal to nine (9) months of Employee's then-current Base Salary ("the Severance Payment"), and all obligations of the City to Employee shall cease effective upon the date of termination.

B. By City – 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, as determined at the City Council's reasonable discretion: (i) commits a willful act, or willfully fails to act to the material detriment of the City; (ii) substantially violates any policy or reasonable expectation of the City Council regarding appropriate employee behavior or conduct; (iii) acts or fails to act in any way that materially and adversely impacts the City, including but not limited to a violation by Employee of the City Charter, City Code, or City policy; (iv) 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; (v) is convicted of, or pleads nolo contendre to any crime or offense involving dishonesty with respect to the City, any felony, or any misdemeanor involving moral turpitude, or any illegal act involving personal gain to Employee; (vi) terminates his employment without Good Reason (as defined below); (vii) misrepresented or failed to disclose relevant information that was requested from Employee or that Employee reasonably should have known to disclose to the City during the selection process, including application and interviews, for the city manager position ("relevant information" includes, but is not limited to, representations regarding Employee's qualifications, education, legal proceedings involving Employee, and allegations of misconduct against Employee); or (viii) materially breaches any provision of this Agreement. Notwithstanding the foregoing, with respect to subclauses (i), (ii), (iii), and (viii) of this Section 9(B), "Cause" shall only exist if the City provides written notice to Employee of the Cause event and, if curable, Employee fails to correct such Cause event within thirty (30) days following Employee's receipt of such notice, and, upon cure thereof by Employee to the reasonable satisfaction of the City, such event shall no longer constitute Cause for purposes of this Agreement. Should Employee be terminated for Cause by the City, Employee shall be entitled to the Accrued Benefits, but the City shall not be obligated or required to make any Severance Payment. 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.

C. By Employee – Without Good Reason. This Agreement may be terminated without "Good Reason" (as defined below) by Employee upon 60 days' prior written notice to the City. In the event Employee terminates his employment hereunder without Good Reason, the 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. Further, in the event that Employee terminates his employment hereunder without Good Reason, Employee shall be entitled to the Accrued Benefits, but the City shall not be obligated or required to make any Severance Payment.

In the event Employee voluntarily resigns or terminates his employment without providing the notice required pursuant to this paragraph, all obligations of the City to Employee hereunder shall cease effective upon the date of notice by Employee of resignation or termination.

D. By Employee – 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 Code, or Missouri law pertaining to the role, powers, duties, authority, or 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%; (iii) materially breaches any provision of this Agreement; or (iv) City materially changes the scope of duties and responsibilities to be provided by Employee hereunder or reassigns Employee to a different position without his consent. Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless written notice of termination on account thereof (specifying a termination date of thirty (30) days from the date of such notice) is given by Employee to the City no later than thirty (30) 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, the City shall have thirty (30) days from the date notice of such a termination is given to cure such event or condition and, if the City does so, such event or condition shall not constitute Good Reason hereunder. In the event Employee terminates his employment hereunder for Good Reason, Employee shall be entitled to payment of his Accrued Benefits and, conditioned on Employee executing a full release of any claims relating to Employee's employment with the City, including the termination of that employment, the Severance Payment.

In the event Employee voluntarily resigns or terminates his employment without providing the notice required pursuant to this paragraph, all obligations of the City to Employee hereunder shall cease effective upon the date of notice by Employee of resignation or termination.

E. Effect of Death. In the event of Employee's death during the period of his employment pursuant to this Agreement, this Agreement shall terminate, and Employee's legal representative shall be entitled to the unpaid Base Salary and Accrued Benefits earned by Employee through the date of death.

F. Effect of Disability. In the event of Employee's disability during the period of Employee's employment pursuant to this Agreement, the City may terminate this Agreement by giving Employee written notice of termination, which termination shall be effective upon the 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 reasonably determined by the City, renders Employee unable, with or without reasonable accommodation, to safely and effectively perform the essential duties and responsibilities of his 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, provided that Employee is paid his Base Salary for a period of six months after notice of termination based upon the disability determination.

In the event this Agreement is terminated in accordance with this paragraph (8)(F) of this Agreement, then Employee shall be entitled to the unpaid Base Salary and Accrued Benefits earned by Employee through the date of termination, unless the City made the disability determination prospectively as set forth above.

10. **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.

11. **Assignment.** This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

12. **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.

13. **Compliance with Laws.** Employee shall observe and comply with all Federal, State, and local laws.

14. **Consequential Damages.** In no event shall the City be liable to Employee for special, indirect, or consequential damages.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to the City and Employee, along with the delivery of an electronic copy, at the addresses as follows:

City of Springfield, Missouri David Cameron

ATTN: City Attorney	1436 E. Cherokee
840 N. Boonville Ave.	Springfield, MO 65804
Springfield, MO 65802	Email: dcameron.go@gmail.com

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.

20. 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.

21. 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.

22. 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.

23. 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.

24. Indemnification. To the extent authorized by law, the City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action (collectively referred to as a "Claim"), whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties except for gross negligence or a more culpable act or omission, including recklessness or willful misconduct. As a condition precedent to any indemnification obligations hereunder, Employee shall give written notice to the City of any Claim that may be subject to indemnification, promptly after learning of such claim. If such Claim falls within the scope of the indemnification obligations of this paragraph 24, then the City shall assume the control and defense of such Claim with counsel selected by the City Attorney. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon.

[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 Jeff Schrag, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI	DAVID CAMERON
_____	_____
Jeff Schrag, Mayor	David Cameron
ATTEST:	APPROVED AS TO FORM:
_____	_____
Anita J. Cotter, 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

EXPLANATION TO COUNCIL BILL 2025-099 (HORTON)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance relinquishing a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue in Springfield, Missouri, for the purpose of accommodating construction of the new Pipkin Middle School.

PURPOSE: To relinquish a utility easement generally located at 400 West Division Street & 1475 North Campbell Avenue in Springfield, Missouri, for the purpose of accommodating construction of the new Pipkin Middle School.

BACKGROUND INFORMATION:

RELINQUISHMENT 955

The applicant, Springfield Public Schools, is requesting to relinquish a utility easement to facilitate the development of the property for the new Pipkin Middle School. A replacement easement is to be dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on April 10, 2025, and recommended approval, by a vote of 7 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish a utility easement in order to facilitate the development of the property.

2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon the relocation of public utilities. This request must be forwarded to City Council for approval.

3. No one has objected to this request to date.

CONDITIONS: If approved, the relinquishment of the utility easement is not effective until:
All electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years from City Council's approval, then that approval is null and void and the electric line easement requested to be relinquished shall remain.

Submitted By: Andrew Menke, Senior Planner

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

Attachments:
1. RE 955 - 400 West Division Street and 1475 North Campbell Avenue
2. RE 955_exhA

One-rdg._____
P. Hrngs._____
Pgs. 12
Filed: 04-29-25

Sponsored by: Horton

First Reading:_____ Second Reading:_____

COUNCIL BILL 2025-099 SPECIAL ORDINANCE _____

AN ORDINANCE

RELINQUISHING a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue in Springfield, Missouri, for the purpose of accommodating construction of the new Pipkin Middle School.

_____

WHEREAS, an application has been submitted requesting that the City relinquish a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue, said request being generally referred to as Relinquishment 955; and

WHEREAS, the purpose of such request is to accommodate the construction of the new Pipkin Middle School, and a replacement easement will be dedicated; and

WHEREAS, the Planning and Zoning Commission, at their meeting on April 10, 2025, recommended approval of the relinquishment request by a vote of 7 to 0; and

WHEREAS, City Council finds that, provided the conditions set forth in this Ordinance are fully complied with and a replacement easement dedicated, the relinquishment requested by the applicant is appropriate, and City Council thereby desires to relinquish said easements consistent with the provisions of this Ordinance.

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

Section 1 – City Council hereby relinquishes a utility easement generally located at 400 West Division Street and 1475 North Campbell Avenue, said easement being more fully described in the legal descriptions set forth in “Exhibit A – Attachment 3,” which “Exhibit A” is attached hereto and incorporated herein in its entirety, provided that said relinquishment shall not become effective until the conditions set forth in “Exhibit A – Attachment 1” are satisfied, including a dedicated replacement easement. If the conditions are not completed within four (4) years from City Council’s approval, then said approval is null and void, and the utility easement requested to be relinquished will remain.

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

Passed at Meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: _____, Assistant City Attorney

Approved for Council Action: _____, Interim City Manager

Exhibit A

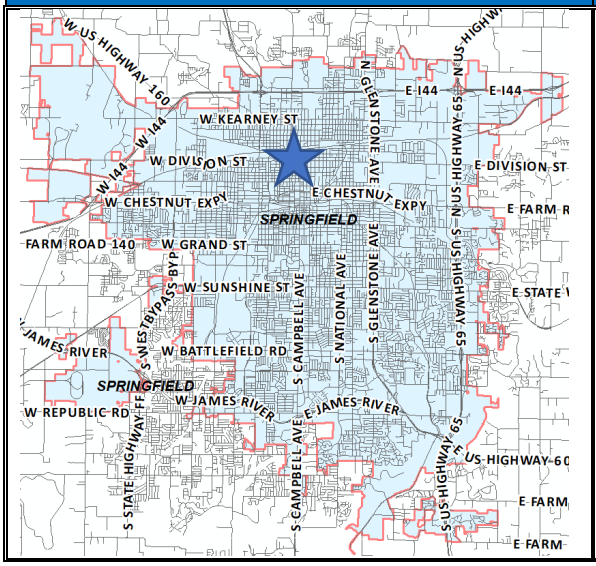
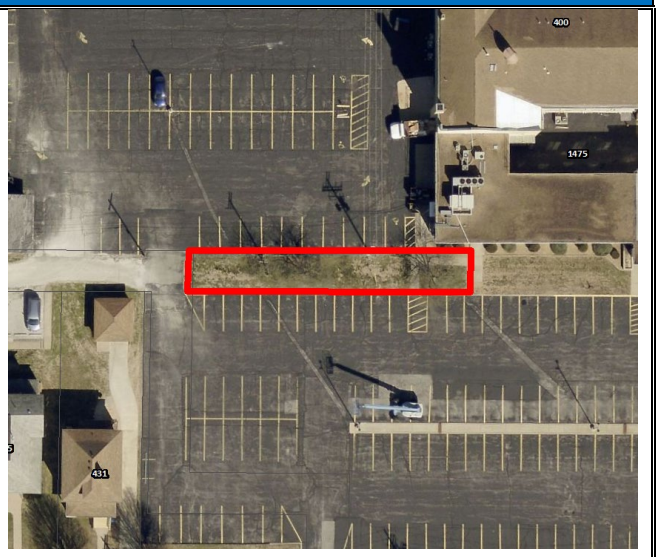
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Relinquishment of Easement 955
Location:	400 West Division Street & 1475 North Campbell Avenue
Total Acres:	0.06 acres
Applicant:	Springfield Public Schools
Existing Land Use:	Parking Lot Greenspace
Planning and Zoning Commission:	April 10, 2025
City Council:	May 5, 2025
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of RE 955 as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of five (5) voting members shall be required.

PROJECT SUMMARY:

The applicant, Springfield Public Schools, is requesting to relinquish a utility easement to facilitate the development of the property for the new Pipkin Middle School. A replacement easement is to be dedicated. The relinquishment of the easement is contingent upon the relocation of public utilities.

LOCATION MAP	EASEMENT SITE
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

(a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
   (1) No one has objected to the relinquishment of the easement.
   (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
   (3) The retention of the easement no longer serves any useful public purpose.

(b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1: DEPARTMENT COMMENTS

1. AT&T:

   Approved.

2. MEDIACOM:

   Approved.

3. CITY UTILITIES:

   Approved.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

   No objections to vacation. All buildings using this public sewer will be demolished and the public sewer will be abandoned and removed.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to relinquish a utility easement to facilitate the development of the property.

2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon the relocation of public utilities. This request must be forwarded to City Council for approval.

3. No one has objected to this request to date.

CONDITIONS:

A. If approved, the relinquishment of the utility easement is not effective until:

1. All electric, AT&T, Mediacom, and Springnet services shall be relocated, abandoned, or preserved with replacement utility easements.

If these conditions are not completed within four (4) years of City Council's approval, then the approval is null, and void and the utility easement requested to be relinquished shall remain.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the finding of facts above.

PLANNING AND ZONING OPTIONS:

1. Recommend that the relinquishment is determined to be generally consistent with the master plan (Comprehensive Plan Forward SGF).

2. Recommend that the relinquishment is determined to be not consistent with the master plan (Comprehensive Plan Forward SGF).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2: REQUIREMENTS FOR APPROVAL

TABLE A

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		**Staff Response**
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and do not object to the relinquishment of the subject easements. The applicant is dedicating a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	The retention of the subject easements no longer serves a public purpose. The applicant is to dedicate a replacement easement through a separate instrument.

DEVELOPMENT REVIEW STAFF REPORT

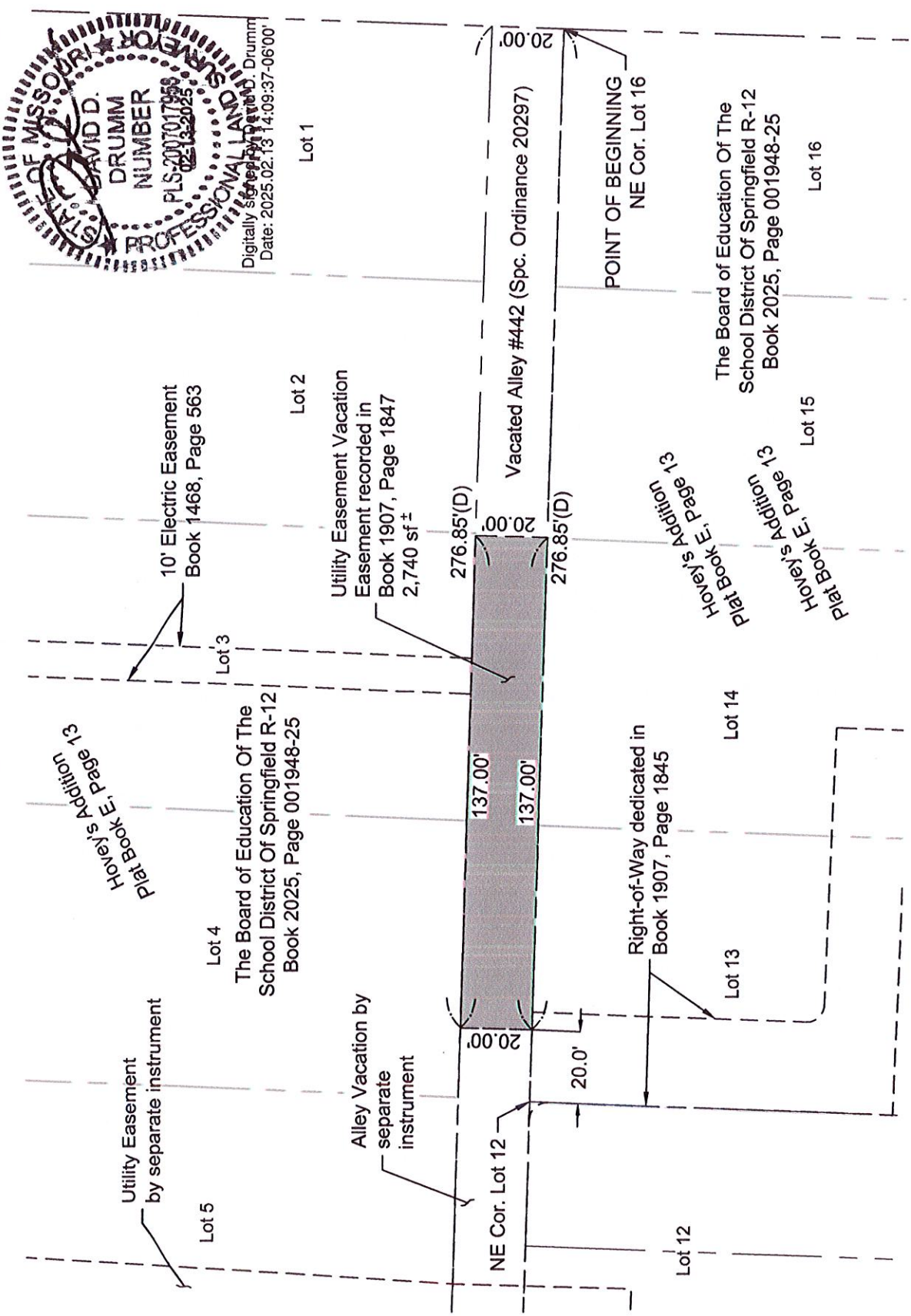
ATTACHMENT 3: LEGAL DESCRIPTION

A Utility Easement recorded in Book 1907, at Page 1847 and retained in Vacation Number 442 being a portion of the vacated alley as described in Special Ordinance 20297, and a part of 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:

The West 137 feet of the following: Beginning at the Northeast corner of Lot 16 in Hovey's Addition, thence West 276.85 feet to a point 20 feet East of the Northeast corner of Lot 12, thence North 20 feet more or less to a point on the southern boundary of Lot 4, thence East 276.85 feet to the Southeast corner of Lot 1, thence South 20 feet more or less to the point of beginning, all in the County of Greene, City of Springfield, Missouri, containing 2,740 square feet, more or less, and subject to all rights-of-way, easements and restrictions of record.

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS-2007017956
02-13-2025
PROFESSIONAL LAND SURVEYOR

Digitally Signed by: David D. Drumm
Date: 2025.02.13 14:09:37-06'00'



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

EXHIBIT B

olsson

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

UTILITY EASEMENT VACATION
SPRINGFIELD SCHOOL DISTRICT

PROJECT NO: 023-00342
DRAWN BY: DDD
DATE: 02.13.2025

DWG: \\oa.od.occonsulting.com\hts-nsi\projects\2023\00001-00500\023-00342\40-Design\Survey\SRVY\Sheets\V_VAC_Util Esmt Alley_0230034 2.dwg USER: ddrumm
DATE: Feb 13, 2025 2:03pm XREFS: V_XESMT_0230034 2-HOVEY SITE V_XBNDY_0230034 2-HOVEY SITE

EXPLANATION TO COUNCIL BILL 2025-100 (ADIB-YAZDI)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to allow work to be performed on City right-of-way as part of upgrading the intersection of Glenstone Avenue and Seminole Street to comply with the Americans with Disabilities Act.

PURPOSE: Authorizing the City Manager, or his designee, to execute a Municipal Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission ("MHTC") to allow work to be performed on City of Springfield right-of-way as part of upgrading the intersection of Glenstone Avenue (Business 65) and Seminole Street for compliance with the Americans with Disabilities Act ("ADA").

BACKGROUND INFORMATION: The MHTC project will replace traffic signals and upgrade sidewalks and curb ramps for ADA compliance at the intersection of Glenstone Avenue (Business 65) and Seminole Street. Achieving ADA compliance in terms of grade and slope may necessitate extending from MHTC right-of-way onto City right-of-way on Seminole Street. The proposed work will be performed at no cost to the City. Temporary closures or lane restrictions may be needed to complete the work.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

Submitted By: Brett Foster, Assistant Director of Public Works

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

Attachments:
1. MHTC Glenstone Seminole ADA_ord
2. MHTC Glenstone-Seminole ADA_Exh1

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-29-25

Sponsored by: Adib-Yazdi

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-100 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to allow work to be performed on City right-of-way as part of upgrading the intersection of Glenstone Avenue and Seminole Street to comply with the Americans with Disabilities Act.

_____

WHEREAS, the Missouri Highways and Transportation Commission ("MHTC") will be performing Americans with Disabilities Act ("ADA")-compliant upgrades to the intersection of Glenstone Avenue and Seminole Street, including replacement of traffic signals and upgrades to sidewalks and curb ramps; and

WHEREAS, achieving ADA compliance with regard to slope and grade may necessitate improvements on City right-of-way on Seminole Street; and

WHEREAS, the proposed work will be performed at no cost to the City.

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 execute a Municipal Agreement with the the Missouri Highways and Transportation Commission ("MHTC") in substantially the same form as the document attached hereto and incorporated herein by reference as "Exhibit 1," for the purpose of allowing upgrades to the intersection of Glenstone Avenue and Seminole Street, and to do all things necessary to carry out the intent of this Ordinance.

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

Passed at meeting: _____

34
35 _____
Mayor
36
37 Attest: _____, City Clerk
38
39 Filed as Ordinance: _____
40
41
42 Approved as to form: _____, Assistant City Attorney
43
44
45 Approved for Council action: _____, Interim City Manager

Exhibit 1

CCO Form:	DE11	Municipal Agreement	
Approved:	04/93 (CEH)	Route: Business 65	
Revised:	03/24 (TLP)	County: Greene	
Modified:		Job No.: J8P3236	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Business 65 (Glenstone), Greene County, Job No. J8P3236 shall consist of ADA improvements at the intersection of Seminole .

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Along Seminole Street at the quadrants of the Business 65 (Glenstone) intersection.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3236.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all

streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J8P3236 or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(B) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING

(A) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks within the City's right-of-way, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) The City shall inspect and maintain the sidewalks constructed by this project, located on City Right of Way, in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs,

and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(17) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(18) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(19) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(20) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(21) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(22) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation

and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) CITY REPRESENTATIVE: The City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Mr. Collin Quigley (Interim)
City Manager
City of Springfield
840 Boonville Ave.
4th Floor
Springfield, MO 65802
417-864-1006

(B) To the Commission:
Stacy Reese
3025 East Kearney Street
Springfield, MO 65803

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[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 on _____(Date).

Executed by the Commission on_____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Chief Engineer

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

_____
Deputy City Manager

ATTEST:

_____
City Clerk

_____
Director of Finance

_____
Director of Public Works

_____
Contract Paralegal

APPROVED AS TO FORM:

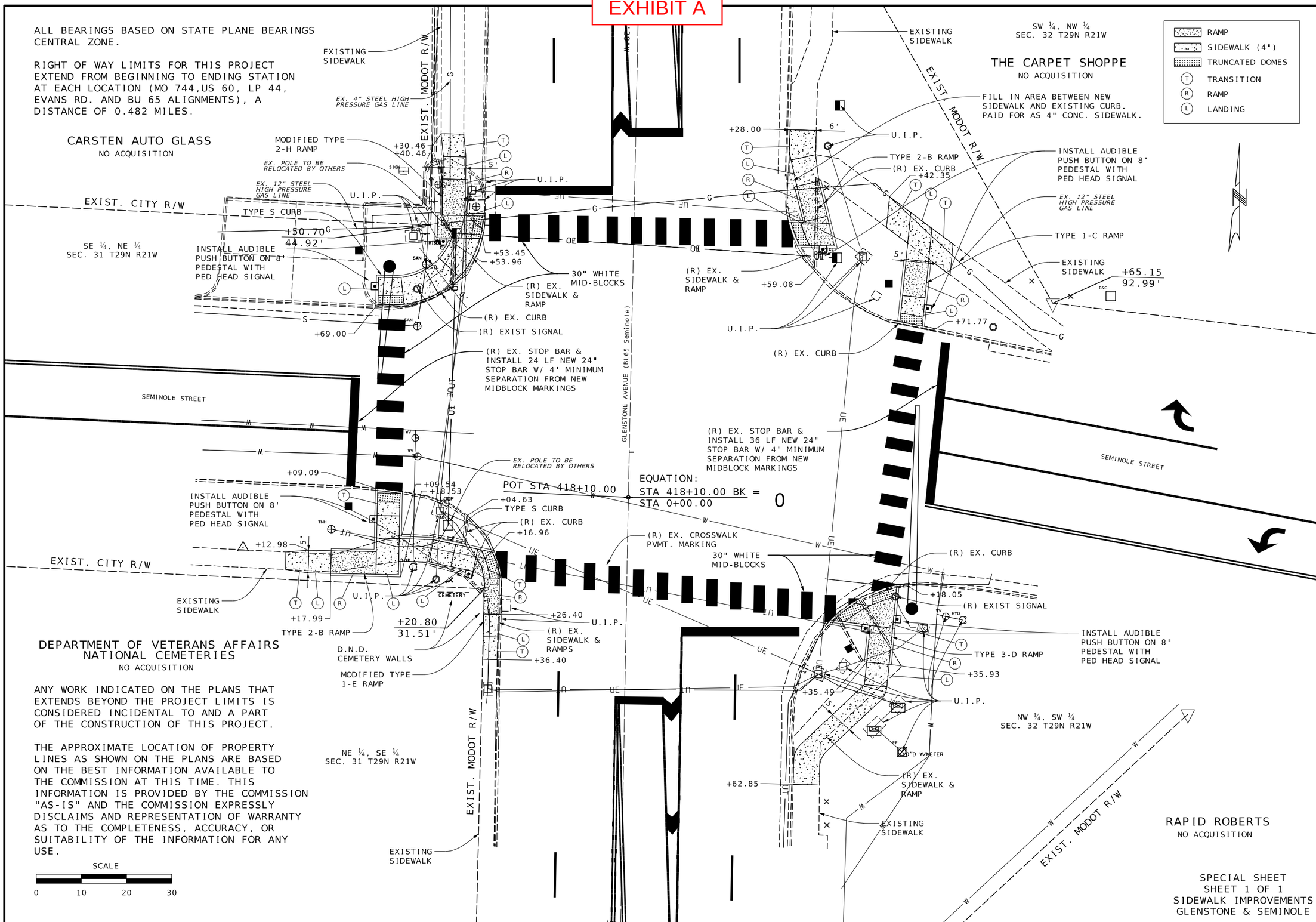
_____
Assistant City Attorney

Ordinance Number: _____

EXHIBIT A

ALL BEARINGS BASED ON STATE PLANE BEARINGS CENTRAL ZONE.

RIGHT OF WAY LIMITS FOR THIS PROJECT EXTEND FROM BEGINNING TO ENDING STATION AT EACH LOCATION (MO 744,US 60, LP 44, EVANS RD. AND BU 65 ALIGNMENTS), A DISTANCE OF 0.482 MILES.



ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.

THE APPROXIMATE LOCATION OF PROPERTY LINES AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS AND REPRESENTATION OF WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE.

SPECIAL SHEET
SHEET 1 OF 1
SIDEWALK IMPROVEMENTS
GLENSTONE & SEMINOLE

DATE PREPARED	
3/19/2025	
ROUTE 744	STATE MO
DISTRICT SW	SHEET NO. 5
COUNTY GREENE	
JOB NO. J8P3236	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DESCRIPTION

DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

005_SS_01_01_J8P3236_I10_BU65andSeminole.dgn 9:55:58 AM 3/19/2025

EXPLANATION TO COUNCIL BILL 2025-101 (CARROLL)

FILED: 05/07/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to apply for and accept up to $24,000 in grant funds from the Development Disability SB40 Board for Greene County, Missouri, for the design and construction of an accessible changing table as part of the Historic City Hall Rehabilitation project to improve the accessibility of this municipal facility; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of $24,000.

PURPOSE: Authorizing the City Manager, or designee, to apply for and accept up to $24,000 in grant funding from Abilities First for the design and construction of an adult changing table as part of the Historic City Hall Rehabilitation project to improve the accessibility of this municipal facility; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of $24,000.

BACKGROUND INFORMATION: One of the original five (5) goals of the Historic City Hall Rehabilitation project was to make this historic municipal facility accessible to all through the installation of an accessible entrance, restroom facilities, vertical access with a large-scale elevator, and various other improvements. Abilities First is an organization with goals that align with the accessibility goals for the Historic City Hall Rehabilitation project by promoting their commitment to ensuring all people, regardless of ability, have access to essential facilities that support their health, dignity, and quality of life. As part of this commitment, Greene County is providing funding opportunities through this Request for Agreement ("RFA") to help nonprofit organizations implement accessible adult changing tables in public restrooms, ensuring that people with disabilities have access to safe and sanitary facilities. The City of Springfield is seeking to apply for the $24,000 to cover additional design services, construction, and a small contingency which will fully fund the installation of an adult changing table in the wellness room located on the third floor. If awarded, the funding would be utilized to fully reimburse the cost of one adult changing table included in the Historic City Hall Rehabilitation project. The Abilities First grant does not require a local match. The application details and proposed budget adjustment are attached as "Exhibit 1" and "Exhibit 2", respectively.

Supports the following 2025 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability

- Economic Vitality

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

Submitted By: Eric Claussen, Assistant Director of Public Works

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

Attachments:
1. Abilities First Grant_ord
2. Abilities First Grant Application Authorization_Exh1
3. Abilities First Grant Application Authorization_Exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 04-29-25

Sponsored by: Carroll

COUNCIL BILL 2025-101 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to apply for and accept up to $24,000 in grant funds from the Development Disability SB40 Board for Greene County, Missouri, for the design and construction of an accessible changing table as part of the Historic City Hall Rehabilitation project to improve the accessibility of this municipal facility; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of $24,000.

WHEREAS, an original goal of the Historic City Hall Rehabilitation project was to make this historic municipal facility accessible to all through the installation of an accessible entrance, restroom facilities, vertical access with a large-scale elevator, and various other improvements; and

WHEREAS, the Development Disability SB40 Board for Greene County, Missouri, also known as Abilities First, is an organization with goals that align with the accessibility goals for the Historic City Hall Rehabilitation project by promoting their commitment to ensuring all people, regardless of ability, have access to essential facilities that support their health, dignity, and quality of life; and

WHEREAS, as part of this commitment, the Development Disability SB40 Board for Greene County is providing funding opportunities through this Request for Agreement ("RFA"), attached hereto and incorporated herein as "Exhibit 1," to help nonprofit organizations implement accessible adult changing tables in public restrooms, ensuring that people with disabilities have access to safe and sanitary facilities; and

WHEREAS, the funding would be utilized to fully reimburse the cost of one adult changing table included in the Historic City Hall Rehabilitation project and does not require a local match.

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 apply for

and, if awarded, accept up to $24,000 in grant funds from Development Disability SB40 Board for Greene County, Missouri, for the purpose of design and construction of an accessible adult changing table as part of the Historic City Hall Rehabilitation project.

Section 2 – Upon acceptance of grant funds, the budget of Public Works for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 068, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 2,”.

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

Section 4 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City upon acceptance of grant funds.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, Interim City Manager

Request for Agreement for Accessible Changing Table

Abilities First is committed to ensuring all people, regardless of ability, have access to essential facilities that support their health, dignity, and quality of life. As part of this commitment, the County is providing funding opportunities through this Request for Agreement (RFA) to help nonprofit organizations implement accessible changing tables in public restrooms, ensuring that people with disabilities have access to safe and sanitary facilities.

Organization Information

Organization Name: *

Address: *

Address Line 1

City | State | Zip Code

Federal Tax Payer ID: *

Date of Application: *

Organization Contact *

Phone *

Email *

Organization Phone: *

Organization Website:

Organization Background:

Mission Statement: *

Please provide a concise overview of your organization's history and mission: *

Please include the specific need or issue your organization seeks to address. Describe the population you serve, your experience with similar projects, and the community's need for accessible changing tables.

Organization Application:

Has the organization had litigation in the past 5 years (current or pending)?

○ Yes ◉ No

Has the organization been sanctioned by any State or Federal agency within the past 5 years?

○ Yes ◉ No

Do you have an endowment?

○ Yes ◉ No

Upload Strategic Plan:

Upload or drag files here.

Upload Most Current Fiscal & Ethical Responsibilities:

Upload or drag files here.

Upload Most Current Whistleblower Policy:

Upload or drag files here.

Upload Most Current EEOC Compliance Policy:

Upload or drag files here.

Upload Most Current HIPAA Compliance Policy:

Upload or drag files here.

Upload Most Current Conflict of Interest Policy:

Upload or drag files here.

Upload Most Current Employee Background Policy:

Upload or drag files here.

Upload Most Current Volunteer Training Policy:

Upload or drag files here.

Upload Most Current Volunteer Background Screening Policy:

Upload or drag files here.

Upload Most Current By-Laws:

Upload or drag files here.

Upload Articles of Incorporation:

Upload or drag files here.

Upload Most Current Certificate of Operation in Missouri:

Upload or drag files here.

Upload Most Current IRS Letter of Determination:

Upload or drag files here.

Upload Financial Audit or Review:

Upload or drag files here.

Upload Current Annual Report:

Upload or drag files here.

Upload Current Board Member List:

Upload or drag files here.

Upload Board of Directors Meeting Schedule (Date, Time, Location):

Upload or drag files here.

For any unrestricted cash and investment balances, please quantify and provide reasoning why they are not available to be used towards the expenses that the Abilities First funds are requested to cover. For example, internal board restrictions, reserve/liquidity goals, etc.

Organization Budget:

	Prior Year 990: *	Most Recent 990: *	Current Budget: *
Total Revenue Line 12			
Total Expenses Line 18			
Revenue Less Expenses Line 19			
Net Assets/Fund Bal Line 22			

Please quantify and describe any significant and material changes since the prior year to the organization or operations that would help the Abilities First Board better understand current operations. For example, new programs started, expansion of current programs, programs ceased, reorganizations, etc.

Is your organization required to file an IRS Form 990? *

Upload Current IRS Form 990:

Upload or drag files here.

Funding Request:

Name of Program Seeking Funding: *

Brief Description of Program Purpose: *

Do you Conduct an Annual Satisfaction Survey with Participants in this Program? *

◯ Yes ◯ No

Satisfaction Survey Results:

Upload or drag files here.

Please provide a detailed project plan: *

Please provide a description of proposed installation sites, number of accessible changing tables to be installed, design considerations, and maintenance plan.

Impact Statement: *

Please describe how the proposed project will impact individuals with disabilities and improve inclusion in Greene County.

Timeline: *

Please provide the expected timeline for installation and implementation of the project.

Amount of Request: *

Please provide a detailed budget: *

Please outline the cost of equipment, installation, and ongoing maintenance.

What other funding sources have been sought? *

Marketing Plan: *

Please provide a plan that outlines how the organization will advertise/communicate awareness of the accessible changing tables.

Additional Terms & Conditions:

The Applicant is responsible for a thorough process to determine that funds received from Abilities First are used only for individuals who meet eligibility, as defined: "A resident of Greene County who meets the definition for Developmental Disabilities outlined in 205.968 through 205.970 RSMo Section 205.968 RSMo (SB40 legislation), OR an individual who is a resident of Greene County and has been determined eligible for services by the Springfield Regional Office under Section 630.005 RSMo (DMH Services) and is not otherwise excluded from eligibility as per 205.968 through 205.970 RSMo." The full definition of Developmental Disabilities may be found on the Abilities First Website: www.abilitiesfirst.net under "Policies and Procedures."

The undersigned representative of the organization receiving funding pursuant to the above agreement, by signing below, certifies and agrees that:

(i) all information submitted in the online application at https://www.cognitoforms.com/AbilitiesFirst1/RequestForAgreementForAccessibleChangingTable is true and accurate, and is a material part of this funding agreement and is incorporated herein by this reference;

(ii) the individual signer has the authority to obligate the Applicant organization to all terms and conditions in this agreement;

(iii) promises and assumes responsibility for ensuring that funds from Abilities First are used only for people and services that are eligible;

(iv) Applicant is responsible for maintaining clear documentation substantiating eligibility for no less than seven (7) years;

(v) any organization using funds from Abilities First for purposes that are not clearly defined and approved in this agreement shall be required to return those funds to Abilities First upon demand and may be prohibited from receiving any future funds from Abilities First;

(vi) the fiduciary role of public officials requires that Abilities First establish and follow procedures which reflect prudence, caution and attention to the management of the public assets under its control;

(vii) as a condition of receiving Abilities First funds, Abilities First may audit and/or review the Applicant and its programs/services at any time with full cooperation from Applicant;

(viii) the Abilities First President/CEO shall monitor and evaluate the provisions of the Agreement and you shall give said President/CEO your full cooperation;

(ix) at Abilities First's request, you or your designee shall submit a complete report of the expenditures of funds provided by the Board to the President/CEO within one year of the date of the execution of your organization's Agreement;

(x) Abilities First may, at any time during that one year period, direct its President/CEO to examine the books of your organization to determine the manner in which the funds provided by the Board are being expended; and,

(xi) the Applicant has reviewed and is in compliance with all terms in the Abilities First Goal and Policy Statement.

All agencies funded by Abilities First are required to publicly acknowledge they received grant funding with our name and logo on their website including a link to the Abilities First Home page, as well as on publications, programs, and signage for any event or program that receives grant funding.
Abilities First would like to hear how a grant has helped your agency. If you would like to share your story of impact from a grant, please send a narrative and picture to Rebecca Muckelrath, rebecca@abilitiesfirst.net. Abilities First highlights its agencies receiving grant funding through media, on our website, presentations, and in our Annual Report.

The undersigned is authorized to sign this agreement on behalf of the applicant, and understands that Abilities First will retain an electronic copy of the funding application that was submitted online.

Greene County reserves the right to reject any applications that do not meet the outlined requirements or are deemed non-compliant.

Greene County is dedicated to creating a more inclusive and accessible community for people with disabilities. This RFA represents a critical step in ensuring that all individuals have access to the facilities they need to maintain their dignity and independence. We encourage nonprofit organizations to apply and join us in making Greene County a more inclusive place for all.

If you have any questions about this RFA or need assistance with the application process, please contact ***Maggie Rollwagen*** at *maggie@abilitiesfirst.net*. Please make the subject line of your message: ***RFA: Accessible Change Table.***

Please sign and verify you have answered the questions to the best of your knowledge and provided file names for all required files to be uploaded. All applicants must comply with federal, state, and local laws related to accessibility, public health, and safety standards.

Signature *

×

draw type

Title *

Date *

Submit

Save

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
068

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46090	20	73020	416030	100912	00000	$ 24,000	Abilities First Local Grant
Net Revenue Adjustment						$ 24,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46090	20	73020	509110	100912	00000	$ 24,000	Historic City Hall Renovation - Design & Construction of a Adult Changing Table in 3rd Floor Wellness Room
Net Expenditure Adjustment						$ 24,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating local grant funds of $24,000 through Abilities First for the design and construction of a adult changing table in the 3rd floor Wellness Room as part of the Historic City Hall Renovation.

Requested By:

Department Head Date

Approved By:

Director of Finance Date

City Manager Date

Authorization:

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